

2. CONTRACT (Proc. Inst. Ident.) NO. **NRC-04-90-099** 3. EFFECTIVE DATE **SEP 28 1990** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RES-90-099**

5. ISSUED BY **U.S. Nuclear Regulatory Commission  
Division of Contracts & Property Mgmt  
Contract Negotiation Branch No. 2, P-1042  
Washington, DC 20555** 6. ADMINISTERED BY (If other than Item 5) **U.S. Nuclear Regulatory Commission  
Division of Contracts & Property Mgmt  
Contract Administration Branch, P-902  
Washington, DC 20555**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) **EBASCO Services, Inc.  
2211 West Meadowview Road  
Greensboro, NC 27407-3488** 8. DELIVERY  FOB ORIGIN  OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT **Net**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **Block 6 Above**

11. SHIP TO/MARK FOR **Refer to Section F.3 herein.** 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission  
Division of Accounting & Finance GOV/COM Section  
Washington, DC 20555**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)(1)  41 U.S.C. 253(c)(1) 14. ACCOUNTING AND APPROPRIATION DATA **B&R No.: 0601921040 FIN: L15490  
APPN No.: 31X0200.600 OBLIGATED AMT: \$150,000.00**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts EBASCO Services Incorporated's technical proposal dated July 20, 1990 as revised September 3, 1990 all of which are incorporated herein by reference, to perform the services entitled "Neotectonics of the Southeast" as specified herein. This is a cost-plus-fixed-fee type contract which is incrementally funded.					
9010120286 900928 PDR CONTR NRC-04-90-099 PNU					

15G. TOTAL AMOUNT OF CONTRACT **\$228,454.00**

**16. TABLE OF CONTENTS**

W)	SEC.	DESCRIPTION	PAGE(S)	W)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	32
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	17	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	18	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	19		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	23	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	27				

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

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

19A. NAME AND TITLE OF SIGNER (Type or print) **DAVID C. AMICK  
Principal Geologist  
EBASCO SERVICES Inc.** 20A. NAME OF CONTRACTING OFFICER **Mary H. Made**

19B. NAME OF CONTRACTOR **EBASCO SERVICES Inc.** 19C. DATE SIGNED **9/26/90** 20B. UNITED STATES OF AMERICA **Mary H. Made** 20C. DATE SIGNED **9/27/90**

1. Section "B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUNE 1988)

a. The total estimated cost to the Government for full performance of this contract is \$228,454.00, of which the sum of \$212,318.00 represents the total estimated reimbursable costs, and of which \$16,136.00 represents the fixed fee.

b. In the event that the option to extend the services to include Subtask 2C herein is exercised, the total estimated cost to the Government for full performance of optional Subtask 2C is \$116,886.00 of which the sum of \$108,630.00 represents the estimated reimbursable costs, and of which \$8,256.00 represents the fixed fee.

c. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of this contract and the actual cost for performance of that work.

c. The amount presently obligated by the Government with respect to this contract is \$150,000.00. It is estimated that the amount currently allotted will cover performance through December 1991.

(End of Clause)"

2. Section F.3, "PLACE OF DELIVERY," is completed as follows:

"a. Project Officer (7 copies)

U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Structural & Seismic Engineering Branch  
Attn: Ernst G. Zurflueh, Mail Stop: NLS-217A  
Washington, DC 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
Contract Number: NRC-04-90-099  
Division of Contracts and Property Management  
Contract Administration Branch, Mail Stop P-902  
Washington, DC 20555"

3. Paragraph a. under Section G.1 - INDIRECT COST RATE is completed as follows:

"a. The indirect rate shall not exceed the following:

Rate	Base	Period
Overhead rate - 101%	Direct Labor	10/1/90-9/30/92

(End of Clause)"

4. Paragraph a. under Section G.2 - PROJECT OFFICER AUTHORITY is completed as follows:

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

Name: Dr. Ernst G. Zurflueh  
Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Division of Engineering  
Structural & Seismic Engineering Branch  
Washington, DC 20555  
Telephone Number: (301) 492-3809"

5. Section G.3 - TRAVEL REIMBURSEMENT is completed as follows:

a. Total expenditure for domestic travel shall not exceed \$24,000 without the prior approval of the Contracting Officer.

6. Paragraph a. under Section H.1 - KEY PERSONNEL is completed to read as follows:

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

Dr. David C. Amick, Principal Geologist  
Dr. Samir G. Khoury, Consulting Geologist  
Robert P. Cannon, Supervising Geologist  
Robert L. Gelinis, Associate Geologist  
Daniel R. Moore, Assistant Geologist

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

7. Under Section I - CONTRACT CLAUSES, the following full-text clauses are DELETED in their entirety:

"52.222-2 APR 1984 PAYMENT FOR OVERTIME PREMIUMS  
52.223-6 MAR 1989 DRUG-FREE WORKPLACE"

The following new full-text clauses are SUBSTITUTED in lieu of the above deleted full-text clauses and are hereby made a part of this contract:

"52.222-2 JUL 1990 PAYMENT FOR OVERTIME PREMIUMS  
52.223-6 JUL 1990 DRUG-FREE WORKPLACE"

All other terms and conditions remain unchanged.

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 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 amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

**I.3 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)**

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

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

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

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

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

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

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

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

(2) Establish an ongoing drug-free awareness program to inform such employees about--

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

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

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will-

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

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

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

(End of Clause)

## SOLICITATION, OFFER AND AWARD

Page 1

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

2. CONTRACT NO	3. SOLICITATION NO. RS-RES-90-100	4. TYPE OF SOLICITATION ( ) SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED 07/03/90	6. REQUISITION/PURCHASE REQ. NO. RES-90-100	
7. ISSUED BY CODE  ATTN: RS-RES-90-100 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 2; P-1042 Washington, DC 20555	8. ADDRESS OFFER TO  Offer must be addressed as shown in Item 7. Hand-carried offers (Including Express Mail and delivery services) must be delivered to the address in Item 9.	

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

## SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 08/03/90. 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 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. 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 - 4:15 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the mail room. All offerors should allow extra time for internal mail distribution.

Offerors should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 13, "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: Donna M. UmbeI	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-4281
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EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA  
FAR(48 CFR) 53.214(c)



PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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B.1 PROJECT TITLE

The title of this project is as follows:

"Paleoliquefaction Features in New England"

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide technical assistance to NRC to catalogue the characteristics of seismically induced liquefaction features that have been documented for the epicentral areas of historic earthquakes in New England.

(End of Clause)

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUNE 1988)

a. The total estimated cost to the Government for full performance of this contract is \_\_\_\*\_\_\_, of which the sum of \_\_\_\*\_\_\_ represents the estimated reimbursable costs, and of which \_\_\_\*\_\_\_ represents the fixed fee.

b. In the event that the option to extend the services to include Subtask 2B herein is exercised, the total estimated cost to the Government for full performance of optional Subtask 2B is \_\_\_\*\_\_\_, of which the sum of \_\_\_\*\_\_\_ represents the estimated reimbursable costs, and of which \_\_\_\*\_\_\_ represents the fixed fee.

c. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

d. The amount obligated by the Government with respect to this contract is \_\_\_\*\_\_\_.

e. It is estimated that the amount currently funded will cover performance through \_\_\_\*\_\_\_.

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)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____%	_____%	_____%	_____%

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

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

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

17. SIGNATURE:	1 <sup>st</sup> OFFER DATE:
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SOLICITATION, OFFER AND AWARD

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

( ) 10 U.S.C. 2304(c)( ) ( ) 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM

(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE ; 25. PAYMENT WILL BE MADE BY CODE ;

(If other than Item 7)

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
GOV/COM Accounting Section  
Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print) ; 27. UNITED STATES OF AMERICA ; 28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26,  
or by other authorized official written notice.

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

Prescribed by GSA  
FAR(48 CFR) 53.214(c)

TABLE OF CONTENTS

PAGE

SOLICITATION, OFFER AND AWARD. . . . . 1

TABLE OF CONTENTS. . . . . 4

PART I - THE SCHEDULE. . . . . 8

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS . . . . . 8

    B.1 PROJECT TITLE . . . . . 8

    B.2 BRIEF DESCRIPTION OF WORK (MAR 1987). . . . . 8

    B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUNE. . . . . 8

SECTION C - DESCRIPTION/SPECIFICATION. . . . . 9

        /WORK STATEMENT

    C.1 STATEMENT OF WORK . . . . . 9

    C.2 TRAVEL APPROVALS (MAR 1987) . . . . . 17

SECTION D - PACKAGING AND MARKING. . . . . 19

    D.1 PACKAGING AND MARKING (MAR 1987). . . . . 19

SECTION E - INSPECTION AND ACCEPTANCE. . . . . 20

    E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . 20

SECTION F - DELIVERIES OR PERFORMANCE. . . . . 21

    F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . 21

    F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988). . . . . 21

    F.3 PLACE OF DELIVERY--REPORTS (JUNE 1988). . . . . 21

    F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE II . . . . . 22

    F.5 REPORTING REQUIREMENTS. . . . . 22

SECTION G - CONTRACT ADMINISTRATION DATA . . . . . 26

    G.1 INDIRECT COST RATES (JUNE 1988) . . . . . 26

    G.2 PROJECT OFFICER AUTHORITY (JUNE 1988) . . . . . 26

    G.3 TRAVEL REIMBURSEMENT (JUNE 1988). . . . . 28

    G.4 REMITTANCE ADDRESS (MAR 1987) . . . . . 29

SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . . 30

    H.1 KEY PERSONNEL (JUNE 1988) . . . . . 30

    H.2 DISSEMINATION OF CONTRACT INFORMATION (FEB 1990). . . . . 31

    H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988). . . . . 31

    H.4 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988). . . . . 31

    H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST . . . . . 32

    H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED . . . . . 34

        (JUNE 1988)

PART II - CONTRACT CLAUSES. . . . . 35

SECTION I - CONTRACT CLAUSES . . . . . 35

    I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . 35

    I.2 PAYMENT FOR OVERTIME PREMIUMS . . . . . 36

        (FAR 52.222-2) (APR 1984)

    I.3 DRUG-FREE WORKPLACE (FAR 52.223-6). . . . . 37

        (MAR 1989)

    I.4 PROMPT PAYMENT (FAR 52.232-25) (APR 1989) . . . . . 39

    I.5 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) . . . . . 44

TABLE OF CONTENTS

PAGE

(APR 1989)

I.6 CLAUSES INCORPORATED BY REFERENCE . . . . . 45  
(FAR 52.252-2) (JUN 1985)

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR. . . . . 45

I.8 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL . . . . . 45  
TRANSACTIONS--(FAR 52.203-12) (JAN 1990)

PART III - LIST OF DOCUMENTS, EXHIBITS . . . . . 52  
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS. . . . . 52

J.1 ATTACHMENTS (MAR 1987). . . . . 52

PART IV - REPRESENTATIONS AND INSTRUCTIONS . . . . . 53

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND . . . . . 53  
OTHER STATEMENTS OF OFFERORS

K.1 CONTINGENT FEE REPRESENTATION AND . . . . . 53  
AGREEMENT (FAR 52.203-4) (APR 1984)

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989) . . . . . 53

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, . . . . . 55  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (FAR 52.209-5) (MAY 1989)

K.4 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987) . . . . . 56

K.5 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984) . . . . . 56

K.6 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984) . . . . . 56

K.7 SMALL BUSINESS CONCERN REPRESENTATION . . . . . 57  
(FAR 52.219-1) (MAY 1986)

K.8 SMALL DISADVANTAGED BUSINESS CONCERN. . . . . 57  
REPRESENTATION (FAR 52.219-2) (APR 1984)

K.9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION . . . . . 58  
(FAR 52.219-3) (APR 1984)

K.10 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS. . . . . 58  
(FAR 52.220-1) (APR 1984)

K.11 CERTIFICATION OF NONSEGREGATED FACILITIES . . . . . 59  
(FAR 52.222-21) (APR 1984)

K.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS . . . . . 60  
(FAR 52.222-22) (APR 1984)

K.13 AFFIRMATIVE ACTION COMPLIANCE . . . . . 60  
(FAR 52.222-25) (APR 1984)

K.14 CLEAN AIR AND WATER CERTIFICATION . . . . . 60  
(FAR 52.223-1) (APR 1984)

K.15 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE . . . . . 61  
(FAR 52.223-5) (MAR 1989)

K.16 NOTICE OF RESTRICTIONS ON CONTRACTING WITH. . . . . 63  
SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

K.17 COST ACCOUNTING STANDARDS NOTICES AND . . . . . 63  
CERTIFICATION (NONDEFENSE) (FAR 52.230-2) (SEP 1987)

K.18 CERTIFICATION REGARDING DEBARMENT STATUS (JUNE 1988). . . . . 65

K.19 QUALIFICATIONS OF CONTRACT EMPLOYEES (JUNE 1988). . . . . 65

K.20 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JUNE 1988). . . . . 65

K.21 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO. . . . . 66  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)  
(JAN 1990)

K.22 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST . . . . . 66

## TABLE OF CONTENTS

PAGE

	REPRESENTATION	
K.23	CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST . . . . .	67
	REPRESENTATION	
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES. . . . .	69
	TO OFFERORS	
L.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED . . . . .	69
	BY REFERENCE	
L.2	CONTRACTOR ESTABLISHMENT CODE (FAR 52.204-4) (AUG 1989) . . . . .	69
L.3	FACILITIES CAPITAL COST OF MONEY. . . . .	70
	(FAR 52.215-30) (SEP 1987)	
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984). . . . .	70
L.5	SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988). . . . .	70
L.6	SOLICITATION PROVISIONS INCORPORATED BY . . . . .	71
	REFERENCE (FAR 52.252-1) (JUN 1988)	
L.7	LEVEL OF EFFORT . . . . .	71
L.8	ESTIMATED DURATION (JUNE 1988). . . . .	71
L.9	ACCEPTANCE PERIOD (MAR 1987). . . . .	71
L.10	SMALL BUSINESS SIZE STANDARD AND PRODUCT CLASSIFICATION . . . . .	71
	(MAR 1987) ALTERNATE I (MAR 1987)	
L.11	AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS . . . . .	71
	(JUNE 1988)	
L.12	DISPOSITION OF PROPOSALS (JUNE 1988). . . . .	72
L.13	PROPOSAL PRESENTATION AND FORMAT (JUNE 1988). . . . .	72
	(OMB CLEARANCE NUMBER 3150-0118)	
L.14	TECHNICAL PROPOSAL CONTENT. . . . .	73
L.15	NONDISCRIMINATION BECAUSE OF AGE (FAR 22.901) (MAR 1987). . . . .	74
L.16	TIMELY RECEIPT OF PROPOSALS/BIDS (JUNE 1988). . . . .	75
SECTION M	- EVALUATION FACTORS FOR AWARD . . . . .	76
M.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED . . . . .	76
	BY REFERENCE	
M.2	EVALUATION OF OPTIONS . . . . .	76
	(FAR 52.217-5) (JUN 1988)	
M.3	CONTRACT AWARD AND EVALUATION OF PROPOSALS (JUNE 1988). . . . .	76
M.4	EVALUATION CRITERIA (MAR 1987). . . . .	77

OFFERORS/BIDDERS PLEASE NOTE:

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

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

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C.1 STATEMENT OF WORK

TITLE: PALEOLIQUEFACTION FEATURES IN NEW ENGLAND

C.1.1 INTRODUCTION

The purpose of this procurement is to catalogue the characteristics of seismically induced liquefaction features that have been documented for the epicentral areas of historic earthquakes in New England such as the 1727 and 1755 Cape Ann Earthquakes, in northeastern Canada such as the 1988 Saquenay, Quebec Earthquake, and in the 1886 Charleston, South Carolina earthquake region. Those characteristics will then be used to design and carry out an investigative program in selected areas of New England that have a history of moderate level of seismicity and at least one area that is relatively aseismic. The goal is to determine whether or not moderate to large earthquakes similar to those listed above have occurred prehistorically in those selected areas and in other parts of New England and, if so, determine recurrence intervals for those earthquakes.

C.1.2. BACKGROUND

New England has experienced persistent, moderate seismic activity in various locations such as: Passamquoddy Bay, Maine; Cape Ann, Massachusetts; the White Mountains, New Hampshire; Moodus, Connecticut; southern Maine; Narragansett Bay, Rhode Island; etc. Areas between these zones of persistent seismicity show relatively low activity.

NRC-supported investigations to determine the causes of seismicity in New England were conducted in the late 1970's and 1980's, including the operation of regional seismographic networks. These investigations have produced a wealth of data and a number of hypotheses. However, none of the hypotheses seems to be clearly superior to the others in explaining the cause of the seismicity.

There are several problems that contribute to the general lack of knowledge about earthquake source mechanisms in the Eastern United States. The first of these are the depths of earthquake hypocenters, which are on the order of at least several kilometers.

The second problem is that, in the Eastern United States, zones of seismicity are usually diffuse, showing only suggestions of trends instead of positive alignments along faults.

The third characteristic of eastern earthquakes that renders them



difficult to interpret is the generally long recurrence intervals. Recent investigations of paleoliquefaction features in the Charleston area indicate that there have been several earthquakes there that must have been about the same intensity as the 1886 event, but only one has been recorded during the approximately 300 years of recorded history.

A better understanding of the deeper structure of the crust in some areas of the Eastern Seaboard has been obtained during the past few years. Reflection profiles by COCORP and others and analyses of recorded earthquake data have given new insights in the characterization of seismic sources. According to these studies, earthquake hypocenters may correlate with thrust faults in the subsurface. Although the work described in this procurement is not directly focussed on defining earthquake source structures in New England, it will contribute toward that goal.

The Atlantic Seaboard of North America contains several areas of moderate to high seismicity. For example, in 1886 the Charleston, South Carolina region experienced one of the largest earthquakes in the recorded history of the Eastern United States. A major concern has been whether or not an earthquake similar in magnitude to the Charleston Earthquake can occur elsewhere along the Atlantic Seaboard including New England. A large amount of data was gathered in the late seventies and early eighties about the Charleston Earthquake area in studies supported, in part, by the U.S. Geological Survey (USGS) and the NRC. These data served as the basis for many hypotheses concerning the source of the seismic activity, but the cause of the Charleston Earthquake and of the continuing relatively high level of seismicity in that area and other areas of the eastern U.S. remained unknown.

The question of the cause of the seismicity in the Eastern United States is important in accurately estimating the severity and probability of occurrence of earthquakes near nuclear facilities. The criteria used by the NRC in establishing design values for earthquake ground motion, as described in Appendix A to 10 CFR Part 100, require that the seismicity in a given location be correlated with tectonic structures or tectonic provinces. In the Eastern United States, correlation of seismicity with specific tectonic features, such as faults, on a one-to-one basis has not been possible, resulting in a reliance on the tectonic province approach. The tectonic province approach has presented difficulties in that boundaries are controversial and seismicity is not uniform within those boundaries.

Based primarily on seismicity and advice from the USGS, it has been the NRC's position that the 1886 Charleston Earthquake is unique and associated with tectonic structure in the Charleston, S.C. region. In 1982 the USGS concluded, based on the geological and geophysical investigations in the Charleston region, that structure there is not unique and it could not rule out the occurrence of earthquakes similar to the 1886 event elsewhere along the Atlantic Seaboard (including New England) although with a low probability. In response to this reassessment of its

position by the USGS, the NRC developed a short term probabilistic program and a long term deterministic program.

As part of the NRC supported deterministic studies, the USGS, the University of South Carolina (USC) and Ebasco have identified and defined numerous liquefaction features in the Charleston region associated with the 1886 Earthquake. The USGS and Ebasco have located and mapped numerous similar features (paleoliquefaction features) that were induced by prehistoric earthquakes in that region. At least three large prehistoric events have occurred since middle Holocene at a recurrence interval of no more than about 1,700 years. Ebasco has searched the Atlantic Coastal Plain in considerable detail from southeastern Virginia to southeastern Georgia, and in less detail from southeastern Virginia to southeastern New Jersey. Most of the seismically induced features, 1886 and prehistoric were found within the Charleston 1886 meizoseismic area. Paleoliquefaction features have been identified up to 150 km north of Charleston, well outside the area of deformation caused by the 1886 earthquake. However, they are smaller and occur much less frequently. These findings indicate either the presence of another earthquake source north of the 1886 source, or the occurrence of a prehistoric earthquake of greater magnitude than the 1886 Charleston Earthquake at the same source. Investigations of this issue are still underway by Ebasco.

The studies, however, tend to support the previous NRC and USGS position that the seismotectonic environment of the Charleston area is unique within the central and southern Atlantic Coastal Plain, except for the possibility of another smaller source zone north of Charleston, and has been during the late Quaternary.

Columbia University, under contract to the NRC, conducted an investigation of seismically induced soil deformation features at Cape Ann, Massachusetts at sites described by eye witnesses during the 1727 Cape Ann Earthquake. The researchers mapped several liquefaction features there and found evidence for an earthquake estimated to have occurred 1300 years ago, based on Carbon 14 age-dating of organic material associated with the feature. These same investigators conducted reconnaissance mapping in the epicentral area of the 1944 Cornwall-Massena Earthquake and found evidence of soil deformation associated with that event. Following the November 1988 Saquenay, Quebec Earthquake, Columbia University scientists reconnoitered the region around the epicenter, and identified and mapped numerous liquefaction features caused by that earthquake.

Although positive identification of seismically induced liquefaction features is difficult in the northeastern U.S. because the dynamics of glaciation and deglaciation produce similar features, the work described above has demonstrated that it is feasible.

The work described in this Statement of Work (SOW) is a continuation of the Atlantic Coastal Plain paleoliquefaction investigations begun at Charleston by the USGS, University of

Southern California, and Ebasco, and research conducted at Cape Ann, Massachusetts by Columbia University applied to the New England coastal area, and possibly fluvial terrace deposits along current tributaries and glacial out wash channels. In addition to determining whether or not these seismically active areas in New England have been that way during the late Quaternary and are unique with respect to the rest of New England, it is also focussed on providing information on the recurrence interval of moderate to large earthquakes throughout the northeastern United States. This information will be used as input to probabilistic studies which are reassessing the adequacy of the seismic design bases of nuclear facilities located on the Atlantic Seaboard of the U.S. The work will contribute to NRC's capability to reduce uncertainties in estimating seismic risk to nuclear facilities.

#### C.1.3. CONTRACT OBJECTIVES

The goal is to determine whether or not moderate to large earthquakes have occurred during the late Quaternary in New England and, if so, determine recurrence intervals for those earthquakes. The approach of this contract is to catalogue the characteristics of seismically induced liquefaction and paleoliquefaction features identified in these areas. Those characteristics will then be used to design and carry out an investigative program in selected areas of New England that have a history of moderate seismicity and at least one area that is relatively aseismic.

#### C.1.4. SCOPE OF WORK

The contractor shall provide all labor, equipment, and services to conduct Tasks 1, 2 and 3 described below. The contractor shall be responsible for obtaining necessary permission to conduct field investigations and will be responsible for any damages. The contractor shall not begin Task 2 without written consent from the NRC Project Officer. In addition to the normal reporting requirements, the contractor shall keep the NRC Project Officer advised of any significant developments or findings in this project.

The area of investigation is limited to that part of New England that is underlain by soils within the age range of about the past 10,000 years that possess properties that make them susceptible to earthquake induced liquefaction. Research is to be conducted primarily in areas of relatively high seismicity, but some investigations are to be undertaken in one area that is relatively aseismic. Previous and ongoing work must be taken into account.

The essential part of the program can be summarized as follows:

1. Construct a comprehensive catalogue of all characteristics of the liquefaction-flowage features caused by earthquakes within the Atlantic Seaboard region, including those defined by research in the Charleston Earthquake region.

2. Design an investigative program to be carried out in selected areas of the northeastern U.S. based on historical seismicity, known tectonic structure, and the study of existing data covering the selected study areas. Such data may include aerial photographs (U-2, low sun angle, low altitude stereo pairs, Landsat, etc.), Side Looking Airborne Radar (SLAR), topographic maps, geologic maps that show Quaternary deposits, etc. It should be pointed out that aerial photography, although very helpful in mapping surface geology, was ineffective in locating surface expressions of liquefaction features in the Charleston area. This SOW is written on the assumption that sufficient data of the kinds listed above are available for the areas of potential study. If not, it may be necessary to acquire original data for the proposed study areas under this proposed contract. Suggested areas for initial broad studies that are relatively seismic include: (1) Passamoquoddy Bay, Maine, (2) southeastern Maine, (3) south central Maine, (4) the White Mountains, New Hampshire (Ossippi, for example), (5) Cape Ann, Massachusetts, (6) Narragansett Bay, Rhode Island, (7) Moodus, Connecticut, and (8) southeastern New York-northeastern New Jersey. Aseismic areas may include Plymouth, Cape Cod, or Deerfield, Massachusetts.
3. Execute the investigation program in the areas identified in Items 1 & 2, or comparable areas, using modern techniques that might include shallow core borings, surface geologic mapping, ground penetrating radar, trench excavation and mapping, radiometric age dating of material in soils etc.

#### C.1.4.1 Task 1

The contractor shall prepare a list of diagnostic characteristics of seismically induced liquefaction features derived from studies in the Eastern U.S., particularly in Northeastern North America (but also other areas such as Charleston); evaluate existing data, selection areas to be studied, and formulate an investigative program as detailed in the subtasks below.

The purpose of Task 1: (1) cataloguing characteristics and criteria by which earthquake induced liquefaction features can be identified; (2) reviewing existing geological, geophysical, and seismological data of New England to identify areas for field investigations that are similar to areas where liquefaction features have been identified; and (3) developing a program to investigate those areas that are most likely to have paleoliquefaction features.

##### C.1.4.1.1 Subtask 1A - Catalogue Characteristics of Liquefaction Features and Criteria for Their Identification

The contractor shall review the past and ongoing studies of liquefaction and paleoliquefaction structures caused by earthquake ground motions on the Atlantic Seaboard and prepare a list of

characteristics and criteria by which similar features can be identified in New England. In particular, those characteristics by which seismically induced deformation can be distinguished from deformation caused by other phenomena should be emphasized.

C.1.4.1.2 Subtask 1B - Evaluation of Existing Geological, Geophysical and Seismological Data and Selection of Areas for Investigations

The contractor shall evaluate existing geological, geophysical, and seismological data to identify areas in New England that offer the greatest potential for the presence of earthquake related soil deformation. The areas selected shall be based on: (1) moderate seismicity, except at least one area shall be in a relatively aseismic area; (2) the presence in the subsurface of tectonic structures similar to those identified or postulated to have the potential to generate earthquakes in the Eastern U.S.; (3) the presence of young (within the last 10,000 years) liquefiable soils; and (4) the availability of pertinent data.

C.1.4.1.3 Subtask 1C - Establish Plan of Investigations of Selected Areas to Locate and Define Liquefaction Features

The contractor shall establish a plan for applying the knowledge learned about seismic liquefaction and paleoliquefaction structures on the Atlantic Seaboard to locate them in New England and then evaluate them with respect to origin, types of soils involved, age, sequence of geological events, estimated size of earthquake and ground motions experienced, and recurrence intervals. The plan shall include a map showing the locations that have been chosen for study along with the basis for their selection. This work shall be based on a two year contract with an additional option year.

It is to be noted that the overall interest of the NRC is to define the history and nature of seismicity of the area, and while paleoliquefaction is emphasized in this solicitation, any other neotectonic method that is deemed promising may be employed. Such other methods may be particularly useful if combined with liquefaction studies.

For the purpose of establishing the plan for the investigation, the contractor shall select areas that are promising for investigation of paleoliquefaction because of the presence of suitable soil deposits. Brief field visits and study of satellite imagery or aerial photographs and geologic maps are among the methods that may be employed for this preliminary work.

The contractor shall prepare a plan for the subsequent field work and analysis. The plan shall include specific areas to be investigated and methods to be employed. The plan must be based on the contractor's knowledge, including the background investigation of Subtasks 1A and 1B, and on available geological, geophysical and seismological data.

Potential liquefaction sites shall be investigated with respect to origin, types of soil involved, age and sequence of geological events, recurrence intervals, and estimated size of earthquakes and ground motions experienced. Field investigations shall employ a range of methods, including trenching, core boring or ground penetrating radar where needed.

The work plan shall be detailed for the two years; a reasonable plan for work during the optional third year shall also be provided. However, it is clear that the plan for extension of the work may have to be revised based on the findings made during the first two years.

A schedule shall be included in the plan for field work. A limited amount of preliminary field work may be carried out under this task to determine the suitability of sites, access and other requirements. If any subcontracts are to be used for the planned work, these portions of the work and the subcontractor(s) shall be identified.

Before completion of this task, the contractor shall meet with the NRC PO to discuss the choice of areas and resolve remaining questions. The result of this work shall be a report on Task 1 that includes the plan for Task 2. The contractor shall not proceed to Task 2 until written consent is received from the NRC PO. The NRC PO will consent and/or provide comments within 30 working days after receipt of the plan. During the PO's review of the plan, the contractor shall continue preliminary investigations to examine suitability of sites. The Task 1 report shall replace one quarterly report.

Estimated Completion Time: Six months after effective date of the contract.

#### C.1.4.2 Task 2 - Field Work, Interpretation, and Synthesis

##### C.1.4.2.1 Subtask 2A - Field Work

After written approval from the NRC PO, field work shall be carried out in accordance with the work plan established in Subtask 1C. The contractor must notify the PO of any significant undertaking, such as the beginning of field work, so that an NRC representative can be present during data acquisition.

At sites where liquefaction features are found, the features shall be characterized, mapped, photographed and sampled. It is essential to date the occurrence of liquefaction using stratigraphic and radiometric or chemical dating methods. These investigations shall be conducted according to accepted industry standards and shall be documented in accordance with quality assurance procedures that will permit tracing of work performed and results obtained.

Approximately four months before the end of the contract period, the contractor and the NRC PO shall discuss the feasibility of continuing work in the option year. If the option year is not exercised, the contractor shall complete the field work in time to analyze the data and prepare the final report before contract expiration.

Estimated Completion Time: Twenty months after effective date of the contract.

C.1.4.2.2 Optional Subtask 2B - Additional Field Work in the Southern Appalachian Seismic Zone and Adjacent Areas

Upon NRC's exercise of the option to extend services, the contractor shall perform selected geological field investigations, based on the results of Subtask 2A, which demonstrate that it is necessary to resolve remaining uncertainties, and which are feasible to conduct and analyze within a year.

The contractor, in cooperation with the NRC PO, shall establish a plan for the field work of Optional Subtask 2B. The plan shall be based on the preliminary plan for the option year resulting from Subtask 1B and shall be updated considering the experience gained from previous work performed under the contract. The work plan shall be approved by the NRC PO.

Field work shall then proceed in a manner similar to previous tasks. At sites where liquefaction features are found, the features shall be characterized, mapped, photographed and sampled. It is essential to date the occurrence of liquefaction using stratigraphic and radiometric or chemical dating methods. These investigations shall be conducted according to accepted industry standards and shall be documented in accordance with quality assurance procedures that will permit tracing of work performed and results obtained. The scheduling of the work shall be such that field work will be accomplished in time to allow for preparation of the final report.

Estimated Completion Time: Nine months after the effective date of the option year.

Note: If the Government elects to exercise the option to continue the work under this contract, the NRC Contracting Officer (CO) shall issue a modification to the contract. The contractor shall not continue work under this contract until receipt of a fully executed modification to the contract by the NRC CO. Such modification will increase the total estimated cost of the contract (See Section B) by the amount negotiated at time of award.

C.1.4.2.3 Task 3 - Data Evaluation, Synthesis and Final Report

Results from these investigations shall be analyzed together with previously known information to arrive at a synthesis of the facts that explains, in as much detail as possible, the process of

liquefaction, the location, age of and recurrence intervals between earthquakes postulated on the basis of paleoliquefaction, and the reasons for and tectonic processes associated with the seismicity at the chosen sites.

The results and interpretations obtained from this work shall be presented in a final report. The final report shall contain a chapter summarizing the additional knowledge gained from this work, the inferences made on causes of eastern seismicity, and suggestions for future investigations that may be needed. A draft report shall be submitted to the NRC PO for review and comment before the final report is issued.

Estimated Completion Time: Twenty-four or thirty-six months after effective date of the contract - depending on the option year.

#### C.1.4.3 MEETINGS AND TRAVEL

The contractor shall obtain prior verbal approval of the NRC PO before performing any travel. Listed below are meetings that may occur during the contract period of performance:

1. A kickoff meeting within 30 days from the effective date of the contract.
2. A meeting at the conclusion of Task 1 to report findings and to present plans for Task 2.
3. A meeting after some field work results have become available.
4. One or two meetings for technical information exchange such as the Water Reactor Safety Research meeting.
5. A meeting at the conclusion of Task 2 to present results and the final report.

Any other trips by the contractor, other than for field work, shall be approved by the NRC CO. At the NRC PO's discretion, all meetings may be convened by the NRC and held at the NRC Headquarters office, Rockville, Maryland.

Note: For the purpose of preparing a proposal, offerors shall assume that four one-day meetings will occur each year including the option year.

(End of Clause)

#### C.2 TRAVEL APPROVALS (MAR 1987)

- a. All domestic travel requires the prior approval of the Project Officer.
- b. All foreign travel must be approved in advance by the NRC



on NRC Form 445 and shall be in compliance with 52.247-63 Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

(End of Clause)

SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will 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 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER ALTERNATE I (APR 1984)

F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

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

(End of Clause)

F.3 PLACE OF DELIVERY--REPORTS (JUNE 1988)

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

- a. Project Officer (5 copies)

\*  
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 \*  
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- b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
 Contract Number: \_\_\_\_\*\_\_\_\_  
 Division of Contracts and Property Management  
 Contract Administration Branch  
 Washington, D.C. 20555

(End of Clause)

F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALIERNATE II  
(MAR 1987)

The contract shall commence on the effective date of the contract and will expire twenty-four months thereafter. The term of the contract may be extended at the option of the Government for an additional twelve months.

F.5 REPORTING REQUIREMENTS

F.5.1 Monthly Business Letters

The contractor shall provide a monthly business letter report, in one (1) copy to the NRC Project Officer and one (1) copy to the Contracting Officer, by the 15th of the following month which shall identify the title of the project, the contract number, principal investigator, the contract period of performance, and the reporting period. Each report shall include the following two sections:

1. A Financial Status Section, which shall consist of:

- a. The total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the total amount of funds obligated to date;
- b. The total amount of funds expended (costed) during the period and total cumulative to date under the following categories:

	Current Period	Cumulative Period
Direct Labor		
Indirect Labor		
ADP Support		
Travel		
Subcontracts		
Equipment & Materials		
General and Administration		
Fee		
	_____	_____

TOTAL

- c. The total amount of funds expended during the period (costed) and cumulative to date for each task.
- d. 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 Contractor Spending Plan (CSP) projection in either dollars or percentage of completion. Identify what the change is, 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 this item d.

(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.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as backup 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.

2. A brief Project Status Section shall be included in the report, if there have been significant changes or developments since the last report, and may contain information on the following:
  - a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
  - b. Any problems or delays encountered or anticipated, and recommendations for resolutions;\*

Note: \*If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, a separate letter should be submitted to the Contracting Officer.

- c. A summary of progress to date; and
- d. Plans for the next reporting period.

#### F.5.2 Quarterly Reports

The contractor shall provide brief quarterly letter progress reports in five (5) copies to the Project Officer and one (1) copy to the Contracting Officer. The report shall concern each three-month period beginning with the effective date of the contract and be submitted within 15 days after the close of the period.

The report shall enable the reviewers and other readers to grasp the main idea and findings. A monthly report that is expanded to summarize these concepts and results of the investigations during the quarter may serve as a quarterly report.

### F.5.3 Task Report and Final Report

The contractor shall submit reports at the end of Task 1 and a Final Report at the end of Task 3. Each report should detail the work performed during the task. The report shall include a description of all findings and have sufficient discussions, references, locations of field investigations, and appropriate maps and graphs so that the conclusion can be evaluated by a knowledgeable reader. The Contractor shall submit the Final Report before the expiration date of the contract. The Final Report must be submitted in camera-ready form with original figures and should be suitable for use by the NRC in formulating a NUREG. Distribution shall be as follows:

Contracting Officer - 1 copy

Project Officer - 10 copies

Director, Division of Engineering - 1 copy

Office of the Director  
Office of Nuclear Regulatory Research,  
ATTN: Administration and Resource  
Control Staff - 1 copy

Document Control Center  
Office of Nuclear Material Safety  
and Safeguards  
Division of Waste Management - 1 copy

### F.5.4 Microfiche Copies

In addition to the reporting requirements delineated above, microfiche copies of the final report shall be provided and such microfiche shall conform to the following specifications:

1. Microfiche containing source documentation shall conform to the NMA Type 1 format (ANSI/NMA MS.5) consisting of 98 frames arranged in 7 rows and 14 columns.
2. The reduction ratio shall be 24:1 for all microfiche.
3. The microfiche shall be standard 148mm x 105mm.
4. The microfiche shall be done (1) silver-halide master and one (1) diazo placed in individual acid-free envelopes.
5. Diazo duplicates may be either blue/black or black.
6. The microfiche shall be titled in the following manner:

FIN No.	Title of Report	Date
Contract No.	NUREG/CR No.	Fiche No.

Fiche number refers to 1 of 2, 2 of 2, etc., information.

7. Title information shall be eye-readable on a clear background.
8. The submittal of microfiche containing proprietary material shall be coordinated with the Document Management Branch, Division of Technical Information and Document Control, U.S. Nuclear Regulatory Commission, to set format and procedures for submittal.
9. Foldouts, if any, shall be segmented and filmed in logical order.
10. The first frame shall be blank, and the second frame shall contain the resolution target (NBS 1010A).
11. Questions on microfiche specifications should be submitted in writing to:  

Regulatory Publications Branch, Division of Freedom of Information and Document Control, U.S. Nuclear Regulatory Commission, Washington, DC 20555
12. One (1) master microfiche of the reports shall be sent to the same address.



SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)

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

\_\_\_ \* \_\_\_

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

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

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

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

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

Telephone Number: \_\_\_ \* \_\_\_

b. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

- 1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- 2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 3) Review and, where required by the contract, approval

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

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

- 1) Constitutes an assignment of additional work outside the general scope of the contract.
- 2) Constitutes a change as defined in the "Changes" clause of this contract.
- 3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- 4) Changes any of the expressed terms, conditions or specifications of the contract.
- 5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

d. All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.

e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.

f. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

g. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken

with respect thereto shall be subject to 52.233-1 - Disputes.

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

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

(End of Clause)

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

- a. Total expenditure for domestic travel shall not exceed \$.00 without the prior approval of the Contracting Officer.
- b. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- c. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.
- d. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

e. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (JUNE 1988)

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

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\_\_\_\_\_\*\_\_\_\_\_  
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\_\_\_\_\_\*\_\_\_\_\_

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

b. If one or more of the key personnel, for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

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

d. If the Contracting Officer determines that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

#### H.2 DISSEMINATION OF CONTRACT INFORMATION (FEB 1990)

In addition to the reports required under Section F entitled "Deliveries or Performance," the contractor and the NRC Project Officer shall discuss whether the information resulting from this research warrants publication in refereed scientific and engineering journals. Such publication should focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications. The Contracting Officer will make the final determination whether the publication of research results is within the scope of work under this contract and therefore an allowable cost. The Contracting Officer will notify the contractor of the decision in writing. The contractor shall not incur costs associated with such publication until after receipt by the contractor of notification that publication should be pursued. If the decision is made to publish, the contractor shall actively pursue the publication in accordance with the provisions of NRC Manual Chapters 3202 and 3206. The contractor shall coordinate all such publications with, and transmit a copy of the proposed article to, the NRC Project Officer for review and approval prior to publication. The intent of this provision is to facilitate the broad dissemination of significant information. It is not intended to control the publication of research supported by the NRC.

(End of Clause)

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

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

(End of Clause)

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

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities must be afforded the Commission by the Contractor and its subcontractors), are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the Contractor to retain a copy of the material for its own use, be delivered to the Government, or

otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)

#### H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees 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 prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 41 CFR §20-1.5402(a).

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

(e) Access to and use of information.

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

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing through the contracting officer to the



Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR §20-1.5411.

(End of Clause)

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

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

(End of Clause)

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT -- NEGOTIATION
52-215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY

52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	AUG 1989	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	APR 1984	LIMITATION OF LIABILITY -- SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS

I.2 PAYMENT FOR OVERTIME PREMIUMS  
(FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties

in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I.3 DRUG-FREE WORKPLACE (FAR 52.223-6)  
(MAR 1989)

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

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

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

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

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

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

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

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

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

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

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

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will-

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

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

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

(11) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

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

(End of Clause)

#### I.4 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

##### (a) Invoice Payments.

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

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

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

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

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

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

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

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

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

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

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

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount



approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(1) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a

discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

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

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

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

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

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of

receipt of the invoice.

(End of Clause)

I.5 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28)  
(APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

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

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

(End of Clause)

I.6 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR  
52.217-9)(MAR 1989)

The Government may extend the term of this contract by written notice to the contractor based upon results of the investigations and field work completed in the two years. The Contracting Officer will give the contractor written notification within 30 working days prior to the end of the contract. This preliminary notice does not commit the Government to an extension.

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

I.8 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS--(FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

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

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

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

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

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

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

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

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

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

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

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

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

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

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

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

(E) Only those activities expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those



required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal Contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

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

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

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

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certification) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

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

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Contractor Spending Plan (CSP) Instructions
6	NRC Manual Chapter 3206

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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K.1 CONTINGENT FEE REPRESENTATION AND  
AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) ( ) has, ( ) has not employed or retained any person or company to solicit or obtain this contract; and

(2) ( ) has, ( ) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of Provision)

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989)

(a) Definitions. "Common parent," as used in the 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) The offeror is 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 reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 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 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 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (FAR 52.209-5) (MAY 1989)

(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 3-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, 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 3-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 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.4 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (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.5 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (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.6 PLACE OF PERFORMANCE (FAR 52.215-20) (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.7 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it ( ) is, ( ) is not a small business concern and that ( ) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "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 size standards in this solicitation.

(End of Provision)

K.8 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2) (APR 1984)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.



"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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent 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 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.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

(End of Provision)

K.9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION  
(FAR 52.219-3) (APR 1984)

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

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of Provision)

K.10 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS  
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract

price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

K.11 CERTIFICATION OF NONSEGREGATED FACILITIES  
(FAR 52.222-21) (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 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.12 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FAR 52.222-22) (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.13 AFFIRMATIVE ACTION COMPLIANCE  
(FAR 52.222-25) (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.14 CLEAN AIR AND WATER CERTIFICATION  
(FAR 52.223-1) (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 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 Environmental Protection Agency, 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.15 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE  
(FAR 52.223-5) (MAR 1989)

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

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

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

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

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

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

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will-

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

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

employees about-

- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
- (6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this

solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(1).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of Clause)

K.16 NOTICE OF RESTRICTIONS ON CONTRACTING WITH  
SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Product or service	Sanctioned person
_____	_____
_____	_____
_____	_____

(List as necessary)

(End of Clause)

K.17 COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION (NONDEFENSE) (FAR 52.230-2) (SEP 1987)

NOTE: This notice does not apply to small businesses or foreign governments.

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when--

- (1) The award is based on adequate price competition;
- (2) The price is set by law or regulation;
- (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (4) One of the exemptions in Federal Acquisition Regulation (FAR) 30.201-1(b) applies.

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

(1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage FAR 30.201-2(a), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards, 52.230-3 and Administration of Cost Accounting Standards, 52.230-4.

(2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage FAR 30.201-2(b), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices, 52.230-5 and Administration of Cost Accounting Standards, 52.230-4.

#### A. Certificate of CAS Applicability

The offeror hereby certifies that--

( ) The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required.)

( ) The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230-3.

( ) The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-5.

#### B. Additional Certification--CAS Applicable Offerors

( ) The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted as required by FAR 30.202-1 through 30.202-5.

## C. Data Required--CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contracting Officer: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

(End of Provision)

## K.18 CERTIFICATION REGARDING DEBARMENT STATUS (JUNE 1988)

The offeror hereby certifies by submission of this offer that it and any subcontractor(s) that will be performing under this contract is not a debarred person or firm.

(End of Provision)

## K.19 QUALIFICATIONS OF CONTRACT EMPLOYEES (JUNE 1988)

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.20 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JUNE 1988)

The following representation is required for NRC information and evaluation purposes only. It is not NRC policy to encourage offerors and contractors to propose current/former Agency employees to perform work under NRC contracts.

The offeror hereby certifies that there ( ) are ( ) are not current/former NRC employees 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 contains as a separate attachment the name, title, date individual left NRC and a brief description of the individual's role under this proposal.

(End of Provision)



K.21 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)  
(JAN 1990)

(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 as of December 23, 1989, that--

(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 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.22 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
REPRESENTATION

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

The award to \_\_\_\_\_ of a  
contract or the modification of an existing contract does / / does

not / / involve situations or relationships of the type set forth in §20-1.5403(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in §20-1.5403(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

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

(End of Provision)

#### K.23 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in §20-1.5403(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

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

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS

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L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	NOV 1988	AMENDMENTS TO SOLICITATIONS
52.215-9	APR 1984	SUBMISSION OF OFFERS
52.215-10	APR 1984	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	APR 1984	FAILURE TO SUBMIT OFFER
52.215-16	APR 1985	CONTRACT AWARD

L.2 CONTRACTOR ESTABLISHMENT CODE (FAR 52.204-4) (AUG 1989)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

(End of Provision)

L.3 FACILITIES CAPITAL COST OF MONEY  
(FAR 52.215-30) (SEP 1987)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a cost-plus fixed fee contract resulting from this solicitation.

(End of Provision)

L.5 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(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) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Mary H. Mace

Hand-Carried Address:

U.S. Nuclear Regulatory Commission  
Div. of Contracts & Property Mgmt.  
7920 Norfolk Avenue  
Bethesda, MD 20814

Mailing Address:

U.S. Nuclear Regulatory Commission  
Div. of Contracts and Property Mgmt.  
Mail Stop P-1042  
Washington, DC 20555

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

(End of Provision)

L.6 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FAR 52.252-1) (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.

(End of Provision)

L.7 LEVEL OF EFFORT

The NRC's estimate of the total of professional and clerical effort for this project is approximately 2 staff years. The estimate for the option year is approximately one staff year. (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.8 ESTIMATED DURATION (JUNE 1988)

It is estimated that the duration of the contract will be 2 years. (See section F for any option periods)

(End of Provision)

L.9 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 120 days.

(End of Provision)

L.10 SMALL BUSINESS SIZE STANDARD AND PRODUCT CLASSIFICATION  
(MAR 1987) ALTERNATE I (MAR 1987)

The Standard Industrial Classification for the supplies and/or services described herein is 8999. The small business standard is average annual receipts of \$3,500,000.00 over the past three (3) years.

(End of Provision)

L.11 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS  
(JUNE 1988)

All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards will not be made until a contract has been awarded. Pursuant to requirements of Section

15.1001(b)(2) of the Federal Acquisition Regulation, preliminary notification will be provided prior to award for small business set-aside procurements.

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 cannot issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- a. Encouraging a potential Contractor to incur costs prior to receiving a contract,
- b. Requesting or requiring a Contractor to make changes under a contract without formal contract modifications,
- c. Encouraging a Contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable, and
- d. Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Provision)

#### L.12 DISPOSITION OF PROPOSALS (JUNE 1988)

After award of the contract, one (1) copy of each unsuccessful proposal will be retained by NRC's Division of Contracts and Property Management. Unless return of the additional copies is requested by the offeror upon submission of proposal, all other copies will be destroyed. This request should appear in any cover letter accompanying the proposal.

(End of Provision)

#### L.13 PROPOSAL PRESENTATION AND FORMAT (JUNE 1988) (OMB CLEARANCE NUMBER 3150-0118)

- 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 4 copies of the "Cost Proposal" must be submitted.

3) One (1) original and 4 copies of the "Technical and Management Proposal" must be submitted.

c. Correctness of the Proposal

Caution--offerors are 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 such 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

The Offeror shall utilize the Standard Form 1411, Contracting Pricing Proposal Cover Sheet, in submitting the Cost 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 predicated. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

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.

#### L.14 TECHNICAL PROPOSAL CONTENT

The Technical Proposal must set forth, as a minimum, the following:

1. Offerors should include in the technical proposal a sufficient but not elaborate discussion of the relevant geological and seismologic considerations of the area, as necessary to justify the approach proposed by the offeror.
2. Offerors are to present in the technical proposal a well thought out but not elaborate plan of field work and analysis for Task 2, using available techniques to the best advantage and keeping in mind that the amount of funds available for this project is limited. The plan should be founded on a clear outline of what methods are to be used and why, and what general locations should be investigated. Any assumptions made in developing the plan should be stated.
3. The outline of proposed work is needed for judging the likelihood of success of a given proposal. It is, of course, recognized that Task 1 serves the purpose of formulating a detailed and final work plan and that plans given in a proposal may have to



be changed considerably before proceeding with Task 2. However, it is probable that certain approaches that an offeror proposes and is familiar with will actually be used and be more conducive to success than other techniques.

4. Offeror should include in the proposal a description of previous work and experience that specifically relates to the proposed work. It will be necessary for offerors to demonstrate proficiency and available expertise in the techniques to be used.

5. Offeror should demonstrate an understanding of the seismicity and tectonics of the northeastern U.S. and of questions that remain open in these subjects.

6. Identify "Key Personnel", and for the person(s) so identified, specify the percentage of time currently committed to other projects over the course of the proposed contract period of performance.

7. Include resumes for all professional personnel to be utilized in performance of any resulting contract.

8. If the Offeror plans to obtain consultant services, explain the need for such services. List the proposed consultants by name, describe the work they will perform under this contract, and include related past experience. Individuals who are employees of the Contractor or of the U.S. Government are prohibited from being paid as a consultant under this contract.

9. If the Offeror plans to subcontract any of the work to be performed, list proposed subcontractors, if known, by name. Provide a detailed description of the work to be performed by the subcontractor.

10. Describe the management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the Project Manager.

11. The Offeror shall list any commitments with other organizations, Government and/or commercial, for the same or similar effort.

(End of Provision)

#### L.15 NONDISCRIMINATION BECAUSE OF AGE (FAR 22.901) (MAR 1987)

It is the policy of the Executive Branch of the Government that (a) Contractors and Subcontractors engaged in the performance of Federal contracts shall 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 bonafide occupational qualification, retirement plan, or statutory requirement, and (b) that Contractors and Subcontractors, or persons acting on their behalf, shall not specify, in solicitations or

advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bonafide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

L.16 TIMELY RECEIPT OF PROPOSALS/BIDS (JUNE 1988)

Since NRC is a secure facility with perimeter access control, offerors/bidders shall allow additional time for hand delivery (including express mail and delivery services) of proposals/bids 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)

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

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

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

None by reference

**M.2 EVALUATION OF OPTIONS  
(FAR 52.217-5) (JUN 1988)**

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of Provision)

**M.3 CONTRACT AWARD AND EVALUATION OF PROPOSALS (JUNE 1988)**

a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.

b. Although cost will be a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below will be 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 such action is in the public interest.
- 2) Accept other than the lowest offer.
- 3) Waive informalities and minor irregularities in offers 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 standpoint.

e. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration will be 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 will be performed taking into consideration the results of the technical evaluation and cost analysis.

(End of Provision)

#### M.4 EVALUATION CRITERIA (MAR 1987)

1. Technical Approach (50 Points)
  - a. Knowledge of Northeastern Geology and Seismology (10 points)
    - The Offeror must demonstrate a state-of-the-art understanding of the seismicity and tectonics of the northeastern U.S. and of questions that remain open in these subjects.
  - b. Understanding of the Methods To Be Used (20 points)
    - The offeror must demonstrate an understanding of the specific geological, geophysical, and seismological methods of investigation that will be used in this study.
  - c. Proposed Plan (20 points)
    - The offeror must show soundness of approach in the proposed plan and in applying it to solving the

problems of the cause of seismicity in the New England region.

2. Related Experience (40 points)
    - a. General (15 points)
      - Key personnel and the company will be evaluated for their capabilities and experience in geology, tectonics and geophysics, particularly as related to the Northeast.
    - b. Knowledge of Seismic Induced Liquefaction Phenomena and Paleoliquefaction (25 points)
      - Key personnel and company experience in performing work similar to that proposed will be evaluated. Particular emphasis will be given to experience in conducting investigations of seismically induced liquefaction features (including paleoliquefaction features), interpreting the results and synthesizing those data with other geological and seismological data to reach a conclusion about the neotectonics of an area.
  3. Management (10 points)
    - a. Program Management (5 points)
      - The offeror will be evaluated on the basis of a clear definition and suitability of the roles and authority of the program manager and other key personnel.
    - b. Quality Assurance (5 points)
      - The offeror will be evaluated on the soundness of their quality assurance program.
- (End of Provision)

BILLING INSTRUCTIONS FOR  
COST-REIMBURSEMENT TYPE CONTRACTS

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

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

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

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

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.

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

Form: Claims shall be submitted in the format depicted on the attached sample entitled "Voucher for Purchases and Services Other than Personal."

Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are shown on the form.

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

INSTRUCTIONS FOR PREPARING  
COST INFORMATION FOR NRC CONTRACTS

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 and Property Management, P-902, Washington, D. C. 20555.

Vouchers/invoices delivered by hand, including delivery by an express mail services 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, 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 and Property Management.

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

- (a) Contract Number. Insert the NRC contract number  
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.



- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:

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

Labor Category	Labor Hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter, if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

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

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

Date		Traveler	Destination		Purpose	Cost
From	To		From	To		
						\$

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

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

Official Agency Billing Office  
 U. S. Nuclear Regulatory Commission  
 Division of Contracts and Property  
 Management, P-902  
 Washington, D.C. 20555  
Payee's Name and Address

Individual to Contact  
 Regarding This Voucher:  
 Name: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_

(a) Contract Number \_\_\_\_\_  
 Task Order No. (If Applicable) \_\_\_\_\_  
 (b) Title of Project \_\_\_\_\_  
 \_\_\_\_\_  
 (c) Voucher Number \_\_\_\_\_  
 (d) Project Officer \_\_\_\_\_  
 (e) Date of Voucher \_\_\_\_\_  
 (f) Contract Amount \_\_\_\_\_  
 (g) Billing Period \_\_\_\_\_

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

Amount Billed

(l) Current Period (m) Inception to Date

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

\* (REQUIRES SUPPORTING INFORMATION.)  
 (SEE ATTACHED.)

Official Agency Billing Office:

U. S. Nuclear Regulatory Commission  
 Division of Contracts and Property Management, P-902  
 Washington, D.C. 20555  
 Payee's Name and Address  
 ABC Corporation The National Bank  
 100 Main Street or Anywhere, U.S.A.  
 Anywhere, U.S.A. Assignee for ABC Corp.  
 Anywhere, U.S.A.  
 (When Payments Assigned)  
 Individual to Contact  
 Regarding This Voucher:  
 Name: Harry Murphy  
 Tel. No.: 215-321-8654

(a) Contract Number NRC-10-81-524  
 Task Order No. (If Applicable) 002  
 (b) Title of Project "Study of Nuclear Waste Concepts"  
 (c) Voucher Number 003  
 (d) Project Officer \_\_\_\_\_  
 (e) Date of Voucher \_\_\_\_\_  
 (f) Contract Amount \_\_\_\_\_  
 (g) Billing Period \_\_\_\_\_

(h) This voucher represents reimbursable costs from 3/1/82 thru 3/30/82

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs		
(1) Direct Labor *	\$2,400	\$6,800
(2) Fringe Benefits @ <u>16.5%</u> (if computed as percentage)	600	1,200
(3) Capitalized Nonexpendable Equipment *	5,000	8,000
(4) Materials, Supplies and Noncapitalized Equipment *	2,000	4,000
(5) Premium Pay	100	150
(6) Consultants *	100	100
(7) Travel - Domestic *	200	200
Foreign *		200
(8) Subcontract *	200	9,000
(9) Other Costs *	3,000	\$29,650
<u>Total Direct Costs</u>	<u>\$13,600</u>	<u>\$29,650</u>
(j) INDIRECT COSTS		
A) Overhead <u>100%</u> of <u>Total Direct Costs</u> (Indicate Base)	\$13,600	\$29,650
<u>Subtotal</u>	<u>\$27,200</u>	<u>\$59,300</u>
B) General & Administrative Expense <u>12%</u> of Cost Elements Nos. <u>1-9.A</u>	3,264	6,450
<u>Total Costs</u>	<u>\$30,464</u>	<u>\$65,750</u>
	<u>1,523</u>	<u>3,400</u>
(k) FIXED-FEE EARNED (Formula)	<u>\$31,987</u>	<u>\$69,150</u>
(n) Total Amounts Claimed		
(o) Adjustments	<u>1,700</u>	<u>1,700</u>
Outstanding Suspensions		
(p) Grand Totals	<u>\$30,287</u>	<u>\$67,450</u>

\* (REQUIRES SUPPORTING INFORMATION.)  
 (SEE ATTACHED.)

SAMPLE  
SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Direct Equipment

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

4) Materials, Supplies & Other Expendable Items

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

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

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

8) Subcontracts

XYZ CORP. (CPRF)

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

(k) Fixed-Fee (Formula)

(5%)

\$350,000 X 5% = \$17,500 Total Fixed Fee for this Contract

\$27,200 X 5% = \$1360 Fee Billed for this Period

(o) Adjustments

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

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

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

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

§20-1.5401 Scope and Policy.

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

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

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

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

### 20-1.5402 Definitions

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### §20-1.5404 Representation

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

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

## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does ( ) or does not ( ) involve situations or relationships of the type set forth in 41 CFR 120-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all MRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 120-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 120-1.5411.

(2) The refusal to provide the representation required by 120-1.5404(b) or upon request of the contracting officer the facts required by 120-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related MRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

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

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organization or otherwise) which relates to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(d) Disclosure after award. (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR § 20-1.5402(a).

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

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

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 41 CFR 120-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 120-1.5411.

#### 120-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with 120-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

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

(2) Software exclusion clauses;

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

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

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

(1) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

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

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

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

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

(a) Disqualify the offeror from award,



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

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

§ 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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


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

§20-1.5412 Remedies

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

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

For the Nuclear Regulatory Commission

  
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Samuel P. Chilk  
Secretary of the Commission

Form NRC-489  
(1-76)

U. S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL  
TRANSMITTAL NOTICE

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

SUPERSEDED:

TRANSMITTED:

SUPERSEDED:		TRANSMITTED:	
Number	Date	Number	Date
Chapter <u>NRC-3202</u>	<u>4/29/82</u>	TN <u>3200-21</u>	
Page _____	_____	Chapter <u>NRC-3202</u>	<u>8/29/84</u>
_____	_____	Page _____	_____
_____	_____	_____	_____
Appendix <u>NRC-3202</u>	<u>4/29/82</u>	Appendix <u>NRC-3202</u>	<u>8/29/84</u>

REMARKS:

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

Publishers Note: 3/90 Delete Division of Technical Information & Document Control

Replace With: Division of Freedom of Information and Publication Services, Regulatory Publications Branch, Technical Publications Section, Tel.492-7086.

U. S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL

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

ADM

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

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3202-01 COVERAGE

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

3203-02 OBJECTIVES

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

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

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

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

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

3202-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration:

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

Approved: August 29, 1984

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

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

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

033 Directors of Offices and Regional Administrators:

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

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

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

NRC-3202-034

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

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

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

Approved: August 29, 1984

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

036 The Director, Division of Security:

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

037 The Director, Division of Contracts:

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

3202-04 DEFINITIONS\*

*aut/lor*

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

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

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

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

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

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

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

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

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

*Editor*

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

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

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

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

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



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

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

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

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

## 3202-05 BASIC REQUIREMENTS

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

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

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

054 Preparation Requirements

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

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

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

NRC-3202-055

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

CONTENTS

	<u>PAGE</u>
PART I PREPARATION OF REPORTING-REQUIREMENTS PORTIONS OF STATEMENTS OF WORK FOR CONTRACTS, GRANTS AND STANDARD ORDERS FOR DOE WORK	
A. LIST OF TECHNICAL REPORT REQUIREMENTS.....	1
B. REQUIREMENTS FOR FORMAL REPORTS.....	2
C. REQUIREMENTS FOR DRAFT REPORTS.....	2
D. PUBLISHING UNCLASSIFIED, NON-SENSITIVE INFORMATION IN OPEN LITERATURE AND PRESENTING PAPERS.....	3
E. TYPOGRAPHY.....	4
F. REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION.....	4
G. PUBLISHING UNCLASSIFIED PROCEEDINGS OF CONFERENCES AND WORKSHOPS.....	4
H. WRITING AND PUBLISHING UNCLASSIFIED BOOKS.....	5
I. DISTRIBUTION OF REPORTS TO CONTRACTORS.....	5
J. COORDINATION OF PRESS OR OTHER MEDIA RELEASES OF UNCLASSIFIED INFORMATION.....	5
PART II UNCLASSIFIED FORMAL CONTRACTOR REPORTS TO BE PRINTED BY NRC...	7
A. DOCUMENTATION.....	7
1. Applicability.....	7
2. Front Cover and Title Page.....	7
3. Availability Information.....	9
4. Disclaimer.....	9
5. Previous Reports in Series.....	9
6. Abstract.....	9
7. References and Bibliographies.....	9
8. Bibliographic Data Sheet.....	10
B. PATENT AND SECURITY REVIEWS.....	10
1. Patent Review.....	10
2. Security Review.....	10

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

NRC Appendix 3202

CONTENTS (Continued)

	<u>PAGE</u>
C. PROCEDURES FOR PRINTING AND DISTRIBUTING.....	11
1. Printing.....	11
2. Reprinting.....	11
3. Distribution of Reports.....	11
 EXHIBITS	
1. Sample Cover for Unclassified Formal Contractor-Prepared Reports, Excluding Those Printed by DOE Laboratories with JCP Authorized Federal Printing Plants.....	13
2. Sample Title Page for Unclassified Formal Contractor-Prepared Reports, Excluding Those Printed by DOE Laboratories with JCP Authorized Federal Printing Plants.....	14
3. Sample Cover for Unclassified Formal Reports Printed by DOE Laboratories with JCP Authorized Federal Printing Plants.....	15
4. Sample Title Page for Unclassified Formal Reports Printed by DOE Laboratories with JCP Authorized Federal Printing Plants.....	16
5. NRC Form 426A, Publications Release.....	17
6. Disclaimer and Availability Statements.....	18
7. NRC Form 335, Bibliographic Data Sheet.....	19
PART III UNCLASSIFIED TECHNICAL LETTER REPORTS.....	21
A. FORMAT.....	21
1. Applicability.....	21
2. Requirements.....	21
B. PATENT AND SECURITY REVIEWS.....	21
1. Patent Review.....	21
2. Security Review.....	22
PART IV UNCLASSIFIED FORMAL REPORTS TO BE PRINTED FOR THE OFFICE OF NUCLEAR REGULATORY RESEARCH BY DOE LABORATORIES WITH JCP-AUTHORIZED FEDERAL PRINTING PLANTS.....	23
A. DOCUMENTATION.....	23
1. Applicability.....	23
2. Front Cover and Title Page.....	23

CONTENTS (Continued)

	<u>PAGE</u>
3. Availability and Price Information.....	25
4. Disclaimer.....	25
5. Previous Reports in Series.....	25
6. Abstract.....	25
7. References and Bibliographies.....	26
8. Bibliographic Data Sheet.....	26
 B. PATENT AND SECURITY REVIEWS.....	 26
1. Patent Review.....	26
2. Security Review.....	26
 C. PROCEDURES FOR PRINTING AND DISTRIBUTING.....	 27
1. Printing .....	27
2. Reprinting.....	27
3. Distribution of Reports.....	27
 PART V REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION.....	 29
A. APPLICABILITY.....	29
B. OFFICIAL USE ONLY AND LIMITED OFFICIAL USE INFORMATION.....	29
C. PROPRIETARY INFORMATION.....	30
D. SAFEGUARDS INFORMATION.....	31
E. CLASSIFIED INFORMATION.....	31
 EXHIBITS	
8. Sample Cover for a Contractor Report Containing Official Use Only Information.....	33
9. Sample Title Page for a Contractor Report Containing Official Use Only Information.....	34
10. Sample Back Cover for a Contractor Report Containing Official Use Only Information.....	35
11. Sample Cover for a Contractor Report Containing Limited Official Use Information.....	36
12. Sample Title Page for a Contractor Report Containing Limited Official Use Information.....	37

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

CONTENTS (Continued)

	<u>PAGE</u>
13. Sample Back Cover for a Contractor Report Containing Limited Official Use Information.....	38
14. Sample Cover for a Contractor Report Containing Proprietary Information Obtained from a U.S. Organization.....	39
15. Sample Cover Page for a Contractor Report Containing Proprietary Information Obtained from a Foreign Source.....	40
16. Sample Title Page for a Contractor Report Containing Proprietary Information Obtained from a U.S. Organization.....	41
17. Sample Title Page for a Contractor Report Containing Proprietary Information Obtained from a Foreign Source.....	42
18. Sample Back Cover for a Contractor Report Containing Proprietary Information.....	43
19. Cover Sheet for Reports Containing Proprietary Information.....	44
20. Sample Cover for a Contractor Report Containing Unclassified Safeguards Information.....	45
21. Sample Title Page for a Contractor Report Containing Unclassified Safeguards Information.....	46
22. Sample Back Cover for a Contractor Report Containing Unclassified Safeguards Information.....	47
23. Cover Sheet for a Contractor Report Containing Unclassified Safeguards Information.....	48
 PART VI. HANDLING OF UNCLASSIFIED INFORMATION ON NRC COOPERATIVE PROGRAMS WITH FOREIGN GOVERNMENTS AND ORGANIZATIONS AND WITH INDUSTRY.....	 49
A. PREPARATION OF DRAFT PRELIMINARY REPORTS FOR COMMENT.....	49
B. DISTRIBUTION BY NRC PROJECT MANAGERS.....	50
C. COMMENT PERIOD AND ISSUANCE OF NUREG/CR REPORT.....	50
D. REPORT IDENTIFIERS.....	50
E. MAILING TO PROGRAM PARTICIPANTS.....	51
F. SECURITY.....	51

CONTENTS (Continued)

	<u>PAGE</u>
EXHIBITS	
24. Sample Cover for a Draft Preliminary Report (Code) for Comment...	52
25. Transmittal Letter from Contractor to NRC Project Manager for Draft Preliminary Report (Code).....	53
26. Transmittal Sheet for Requesting Mailing to Cooperative Program Participants.....	54



PART I

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

A. LIST OF TECHNICAL REPORT REQUIREMENTS

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

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

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

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

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

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

#### B. REQUIREMENTS FOR FORMAL REPORTS

If the contractor is to prepare a final formal technical report for publication, state that it will be printed and distributed by NRC from camera-ready copy submitted by the contractor, unless the work is being done for the Office of Nuclear Regulatory Research by a DOE facility or Laboratory with a JCP-authorized printing plant. The camera-ready copy is to be prepared in accordance with the provisions of this appendix, Parts II and V (for contractors other than DOE contractors), or Parts IV and V of this appendix and Chapter 1102 (for DOE contractors). A style guide is also available free, upon request (NUREG-0650). If the report is to be printed by NRC and it is unclassified, the camera-ready copy is to be submitted by the contractor to the

NRC, Washington, D.C. 20555, by first class mail. For handling of sensitive unclassified and classified reports see Part V of this appendix and NRC Appendix 2101. Unclassified reports printed for the Office of Nuclear Regulatory Research should be handled in accordance with Parts IV and V of this appendix and/or Chapter 1102.

#### C. REQUIREMENTS FOR DRAFT REPORTS

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

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

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

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

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

D. PUBLISHING UNCLASSIFIED INFORMATION IN OPEN LITERATURE AND PRESENTING PAPERS

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

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

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

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

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

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

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

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

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

#### E. TYPOGRAPHY

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

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

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

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

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

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

#### H. WRITING AND PUBLISHING UNCLASSIFIED BOOKS

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

#### I. DISTRIBUTION OF REPORTS TO CONTRACTORS

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

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

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

PART II

UNCLASSIFIED FORMAL CONTRACTOR REPORTS  
TO BE PRINTED BY NRC

A. DOCUMENTATION

1. Applicability

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

2. Front Cover and Title Page

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

(1) NRC Report Number

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

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

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

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

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

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

(2) Title and Subtitle

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

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

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

(4) Organization Identification

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

(5) Basis for Report Date(s)

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

3. Availability Information

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

4. Disclaimer

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

5. Previous Reports in Series

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

6. Abstract

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

7. References and Bibliographies

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

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



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

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

8. Bibliographic Data Sheet

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

B. PATENT AND SECURITY REVIEWS

1. Patent Review

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

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

2. Security Review

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

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

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

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

2. Reprinting

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

3. Distribution of Reports

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

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

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

**EXHIBIT 1**

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

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

**NUREG/CR-1676  
NUSAC-556  
Vol. 1**

**Title**

---

---

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

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

**Final Report  
September 1979 - September 1980**

**Author(s)**

---

---

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

**Contractor**

**NUSAC Incorporated**

**NRC**

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

EXHIBIT 2

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

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

NUREG/CR-1676  
NUSAC-556  
Vol. 1

Title

---

## Using Advanced Process Monitoring to Improve Material Control

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

Final Report  
September 1979 - September 1980

Report Dates and Bases

Manuscript Completed: September 1980  
Date Published: September 1980

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

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

Contractor Name  
and Address

NUSAC, Incorporated  
7528 Jones Branch Drive  
McLean, VA 22102

NRC Sponsorship

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

NRC Contract No.

**EXHIBIT 3**

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

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

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

**Title**

---

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

**Type of Report  
or Subtitle**

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

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

---

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

**Contractor**

**Sandia National Laboratories**

**Sponsorship**

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

EXHIBIT 4

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

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

NUREG/CR-1952  
SAND81-0151  
R4

Title

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

Subtitle

Independent Verification Testing Program  
Independent Verification Test-1

Report Dates

Manuscript Completed January 1981  
Date Published May 1981

Author(s), Editor(s)

Prepared by  
L. L. Bonzon W. H. Buckalew F. V. Thome J. A. Lewin T. M. Gilmore SNL  
W. R. Rutherford A. B. Bennett NRC

Contractor's  
Name and Address

Sandia National Laboratories  
Albuquerque, NM 87185

NRC Sponsorship

Prepared for  
Division of Resident and Regional Reactor Inspection  
Office of Inspection and Enforcement  
U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555  
NRC FIN B3101

NRC FIN No.

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

NRC FORM 426A (3-79) NRCM 3202		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any)	(Check if approved from Division of Technical Information and Document Center)
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				2. DISTRIBUTION CATEGORY NO. (if any)	(Check appropriate number from the NRC Distribution Category List, NRC Form 0050)
3. TITLE AND SUBTITLE (Check in full or check on appropriate)					
4. AUTHOR (If more than three names list author followed by and others)					
5. NAME OF CONTRACTOR		MAILING ADDRESS (Number and Street City State and Zip Code)		TELEPHONE NO	
6. DATE MANUSCRIPT COMPLETED	7. NRC PROGRAM SPONSOR TECHNICAL MONITOR			TELEPHONE NO	
8. CONTRACT DATA					
a. CONTRACT OR FIN NUMBER (Do not use DOE contract number)					
b. IF CONTRACTOR IS AUTHORIZED TO PRINT PLEASE PROVIDE THE FOLLOWING INFORMATION					
Number of Copies Printed		Estimated Completion Cost		Estimated Printing Cost	
9. TYPE OF DOCUMENT (Check appropriate box)					
a. TECHNICAL REPORT					
(1) FORMAL					
(2) INTERIM					
b. CONFERENCE PAPER					
(1) TITLE OF CONFERENCE PAPER					
(2) DATE(S) OF CONFERENCE					
(3) LOCATION OF CONFERENCE					
c. OTHER (Indicate type of item e.g. thesis report journal article guide etc.)					
10. SPECIAL DISTRIBUTION (Send all copies to the Distribution Services Branch, Division of Technical Information and Document Center. Send in special instructions such as: Make copies to only as appropriate approved by program office or Send to original addressee. Submit addresses the city state to zip of distribution. Continue instructions on reverse of address label if necessary.					
11. PATENT CLEARANCE (If applicable)			12. SUBMITTED BY		
Forward completed signed NRC Form 426A together with the related documents for review TO: Appropriate Patent Counsel			a. NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR		
a. PATENT CLEARANCE NOT REQUIRED			b. OFFICIAL'S ORGANIZATIONAL UNIT		
b. PATENT CLEARANCE GRANTED					
c. PATENT CLEARANCE DENIED					
d. PATENT COUNSEL'S SIGNATURE		DATE	e. SIGNATURE		DATE

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

**NOTICE**

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

**NOTICE**

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

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

1. The NRC Public Document Room, 1717 H Street, N.W.  
Washington, DC 20555
2. The NRC/GPO Sales Program, U.S. Nuclear Regulatory Commission,  
Washington, DC 20555
3. The National Technical Information Service, Springfield, VA 22161

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

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

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

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

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

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

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

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

GPO Printed copy price: \_\_\_\_\_



**EXHIBIT 7**  
**NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET**

USE FORM 335 (2-81) UNDER 1102 5501. 5502 <b>BIBLIOGRAPHIC DATA SHEET</b> SEE INSTRUCTIONS ON THE REVERSE U.S. NUCLEAR REGULATORY COMMISSION		1 REPORT NUMBER (Assigned by NRC and/or DoE)	
2 TITLE AND SUBTITLE		3 LEAVE BLANK 4 DATE REPORT COMPLETED MONTH _____ YEAR _____	
5 AUTHOR(S)		6 DATE REPORT ISSUED MONTH _____ YEAR _____	
7 PERFORMING ORGANIZATION NAME AND MAILING ADDRESS (Include DoE)		8 PROJECT/PROGRAM UNIT NUMBER	
10 SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include DoE)		9 WORK ORDER NUMBER	
12 SUPPLEMENTARY NOTES		11a TYPE OF REPORT b TERMS COVERED (optional data)	
13 ABSTRACT (250 words or less)			
14 DOCUMENT ANALYSIS - KEYWORDS/DESCRIPTORS c IDENTIFIERS/OPEN ENDED TERMS		15 AVAILABILITY STATEMENT 16 SECURITY CLASSIFICATION (When appropriate) (When appropriate) 17 NUMBER OF PAGES 18 PRICE	

EXHIBIT 7 (Continued)  
BACK OF NRC FORM 335

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

INSTRUCTIONS

NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1974 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report shall carry a unique alphanumeric designation (NUREG) assigned by the Division of Technical Information and Document Control, ADM, in accordance with American National Standard ANSI Z39.23-1974, Technical Report Number (STRN). Use uppercase letters, Arabic numerals, dashes, 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., Sub., Revision, and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parenthesis.
3. **LEAVE BLANK.**
4. **DATE REPORT COMPLETED.** Each report shall carry a date indicating month and year project/task completed.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g. John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **DATE REPORT ISSUED.** Each report shall carry a date indicating month and year published.
7. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
8. **PROJECT/TASK/WORK UNIT NUMBER.** Use the project, task and work unit numbers under which the report was prepared (if any).
9. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
10. **SPONSORING ORGANIZATION.** List NRC Division, Office, U.S. Nuclear Regulatory Commission, Washington, DC 20555.
11. **a. TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, quarterly, etc., and, if applicable, include date.  
**b. PERIOD COVERED.**
12. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with ... Presented at conference of ... To be published ... Docket No. ... When a report is revised, indicate whether the new report supersedes or supplements the older report.
13. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
14. **DOCUMENT ANALYSIS**
  - a. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
  - b. **IDENTIFIERS AND OPEN-ENDED TERMS.** Use identifiers for project names, code names, equipment designators, etc. Use open-ended (keyword) terms written in descriptor form (14a) for those subjects for which no descriptor exists in the thesaurus.
15. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
16. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
17. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
18. **PRICE.** Leave blank. (Added by NTIS)

PART III

UNCLASSIFIED TECHNICAL LETTER REPORTS

A. FORMAT

1. Applicability

- a. The requirements of this part apply to unclassified contractor technical letter reports. (See Part I.A for definition.)
- b. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Requirements

Technical letter reports are prepared, duplicated and distributed in accordance with the requirements of the Statement of Work in the contract or in the Standard Order for DOE Work. Each such report must be identified with the financial number (FIN) assigned to the project. The number of copies to be prepared and the distribution of those copies will be specified by the project manager. If unclassified and non-sensitive, the NRC project manager is responsible for making such reports available in the NRC Public Document Room (PDR) by sending them to the PDR through the NRC Document Control System.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review.

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC project manager shall consider the patent implications.

If there is a possibility that there is disclosure of developments of an inventive nature, the NRC contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2.    Security Review

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

## PART IV

### UNCLASSIFIED FORMAL REPORTS TO BE PRINTED FOR THE NRC OFFICE OF NUCLEAR REGULATORY RESEARCH BY DOE LABORATORIES WITH JCP-AUTHORIZED FEDERAL PRINTING PLANTS

#### A. DOCUMENTATION

##### 1. Applicability

- a. The requirements of this part apply to NRC staff who are responsible for agreements with DOE Laboratories and their contractors who print regulatory and technical reports required by NRC. (See also Chapter NRC-1102).
- b. With respect to sensitive unclassified and classified reports the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels and advisory committees which report directly to the Commission.

##### 2. Front Cover and Title Page

- a. Separate covers (of different paper than that of the text) and title page are required.\*
- b. Items such as those shown in Exhibits 3 and 4 and discussed below shall appear on the front cover and title page, as appropriate.\*\* While layouts and typefaces need not be exactly the same as in Exhibits 3 and 4, the items shall appear in approximately the locations indicated and with the same relative prominence.

##### (1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that document. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may

\* The cover stock of the performing organization may be used; however it must include the data elements shown in Exhibit 3.

\*\* These requirements meet the specifications of American National Standard ANSI Z39.18-1974, "Guidelines for Format and Production of Scientific and Technical Reports," and ANSI Z39.23-1977, "Technical Report Numbers."

be obtained by calling the Division of Technical Information and Document Control or by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

The contractor's report number, if any, will be inserted below the NUREG number on the title page and cover, as shown in Exhibits 3 and 4, if desired by the contractor.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation shall appear immediately below the report number(s). NRC report numbers on covers and title pages shall be shown entirely on one line to facilitate computer processing.

(2) Title and Subtitle

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

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

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

(4) Organization Identification

- (a) On the cover, provide the name of the contractor responsible for preparing the report, followed by "Prepared for the U.S. Nuclear Regulatory Commission."

(b) On the title page, provide information of the type illustrated in Exhibit 4.

(5) Basis for Report Dates(s)

(a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date report completed, date reviews completed, date published, date distributed, etc.

(b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability and Price Information

All formal reports will be made available for sale by NRC and NTIS. The statement shown in Exhibit 6 is required on the inside of the front cover.

4. Disclaimer

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

5. Previous Reports in Series

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

6. Abstract

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

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

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or at the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

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

8. Bibliographic Data Sheet

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

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. The DOE Operations Office responsible for the contractor should perform the patent review. The results of such review shall be reported by the contractor on NRC Form 426A in item 11 (Exhibit 5).

2. Security Review

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



C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Contractor reports may be printed only by a JCP-authorized printing plant and then only if prepared for the NRC Office of Nuclear Regulatory Research. Reports printed by the contractor and one reproducible master shall be submitted to the Division of Technical Information and Document Control, with completed NRC Form 426A. The number of copies specified by the Statement of Work for standard and incidental distribution shall be provided. The appropriate identifying number (NUREG/CR-\_\_) may be obtained as discussed in Section A.2.b.(1).

2. Reprinting

Requests for reprinting of any report at NRC expense subsequent to the initial printing requires approval of the Division of Technical Information and Document Control. The request shall include a written justification and the project managers approval for the reprinting, along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by a contractor official authorized by the project manager. Such authorization shall be reported in writing to the Division of Technical Information and Document Control.

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

The Division of Technical Information and Document Control will arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

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

PART V

REPORTS CONTAINING SENSITIVE UNCLASSIFIED  
AND CLASSIFIED INFORMATION

A. APPLICABILITY

These procedures and exhibits of this part apply to sensitive unclassified and classified reports prepared by NRC contractors. These reports include those designated:

Official Use Only  
Limited Official Use  
Proprietary Information  
Safeguards Information  
Confidential  
Secret  
Top Secret

Only sufficient information is presented here to aid in the preparation of the properly marked covers, title pages, back covers, and text pages. Details of the NRC Security Program and specific provisions for determining when to use the markings exhibited are contained in NRC Appendix 2101.

The reports covered are defined as sensitive unclassified or classified. Sensitive unclassified information refers to information designated Official Use Only, Limited Official Use, and Proprietary Information. Sensitive unclassified information also includes Safeguards Information that must be protected from unauthorized disclosure pursuant to 10 CFR 73.21 and Section 147 of the Atomic Energy Act of 1954, as amended, information withheld from public dissemination under the Freedom of Information Act or Privacy Act, and information not to be exported to or disclosed to foreign countries.

Classified information as used in this part includes Restricted Data, Formerly Restricted Data or National Security Information that requires protection in one of the three classification categories described in Executive Order 12356: Top Secret, Secret or Confidential.

The uses of each of the sensitive unclassified and classified categories and the markings required on reports are discussed and exhibited in the following sections. All sensitive unclassified and classified reports are to be sent directly to the project manager.

B. OFFICIAL USE ONLY AND LIMITED OFFICIAL USE INFORMATION.

NRC regulations require an Official Use Only marking to be placed on a report only when the originator or other holder believes the marking is

essential to ensure proper handling. Reports designated Official Use Only will contain only unclassified information originated by or furnished to an NRC contractor which is to be withheld from public disclosure. The report on which the marking appears must be reviewed at the time a request for release is received to determine its releasability. The Official Use Only marking is notice of the originator's determination of the applicability of an exemption under the Freedom of Information Act or Privacy Act or both at the time of origination.

Official Use Only NRC contractor reports shall be marked as shown in Exhibits 8 through 10.

Limited Official Use information is information originated by the U.S. Department of State. A report originated by an NRC contractor that contains Limited Official Use information shall be marked as shown in Exhibits 11 through 13.

Procedures for reproducing, transmitting, protecting, and handling reports containing Official Use Only and Limited Official Use information and removing such reports from those categories are detailed in NRC Appendix 2101.

#### C. PROPRIETARY INFORMATION

Proprietary information is a specific type of Official Use Only information. Proprietary information includes:

1. trade secrets.
2. privileged or confidential research, development, commercial or financial information exempt from mandatory disclosure under 10 CFR Part 2, "Rules of Practice for Domestic Licensing Proceedings," Sections 2.740 and 2.790 and under 10 CFR Part 9, "Public Records," Section 9.5, "Exemptions."
3. information submitted in confidence to NRC by a foreign source, which has been determined by NRC to be unclassified.

Unclassified NRC contractor reports containing proprietary information shall be marked as shown in Exhibits 14 through 18. In each instance, the optional wording that describes the material being presented should be selected.

If a report contains both Official Use Only information and proprietary information, the front cover shall be marked as proprietary information and may also be marked as Official Use Only information, if necessary. Pages in the report that contain proprietary information may be marked accordingly, including, marginal or other indicators of the specific wording that is proprietary. Similarly, the pages that contain Official Use Only information without proprietary information may be marked Official Use Only

Procedures for reproducing, transmitting, protecting and handling proprietary information reports and removing them from the proprietary information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 19) is to be placed on each hard copy of a report containing proprietary information.

#### D. SAFEGUARDS INFORMATION

Safeguards information may be of three types: (1) classified information, which is marked and handled as indicated in Section E, (2) unclassified information restricted under Section 147 of the Atomic Energy Act, which is marked and handled as described in this Section, and (3) unclassified information, which is publicly available and handled as indicated in Parts I through IV.

The safeguards information that is to be protected as described here is unclassified information used in a report which specifically identifies certain licensee's or applicant's detailed:

1. security measures for the physical protection of special nuclear material
2. security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities.

Unclassified NRC contractor reports containing safeguards information that is to be protected shall be marked as shown in Exhibits 20 through 22.

Procedures for reproducing, transmitting, protecting, and handling safeguards information reports and removing them from the safeguards information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 23) is to be placed on each hard copy of a report containing safeguards information.

#### E. CLASSIFIED INFORMATION

Classified information is limited to Restricted Data, Formerly Restricted Data and National Security Information. The procedures for making classification determinations and for marking, reproducing, transmitting, protecting, and handling reports containing classified information and removing such reports from classified categories are detailed in NRC Appendix 2101. These procedures are too complex for summarizing here.

Classification determinations regarding NRC information may be made solely by authorized classifiers designated by NRC or DOE. Authorized classifiers are responsible for insuring that reports they determine to be classified are marked and protected in accordance with the provisions of NRC Appendix 2101.

It is important to note that information may not be classified in order to prevent or delay the release of information that does not require protection in the interest of national security. Basic scientific research information not clearly related to national security may not be classified.

**EXHIBIT 8  
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

**NUREG/CR-XXXX (S)**

**Title**  
**Subtitle and Type of Report**

**Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission**

**WITHHOLD FROM PUBLIC DISCLOSURE**

**OFFICIAL USE ONLY**

**EXHIBIT 9**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

NUREG/CR-XXXX (S)

**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)  
Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC File No.

**OFFICIAL USE ONLY**

**EXHIBIT 10  
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING  
OFFICIAL USE ONLY INFORMATION**

**OFFICIAL USE ONLY**

**OFFICIAL USE ONLY**



**EXHIBIT 11**  
**SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING**  
**LIMITED OFFICIAL USE INFORMATION**

LIMITED OFFICIAL USE

NUREG/CR-XXXX (S)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

WITHHOLD FROM PUBLIC DISCLOSURE

LIMITED OFFICIAL USE

EXHIBIT 12  
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING  
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE

NUREG/CR-XXXX (S)

**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)  
Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20545  
NRC File No.

LIMITED OFFICIAL USE

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

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

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

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL  
COMMERCIAL OR FINANCIAL INFORMATION

This document contains information  
submitted to NRC by

\_\_\_\_\_  
(Name of Company and Name of Submitter)

which has been determined (which is claimed)  
to be proprietary in accordance with (10CFR  
2.790 (b)) (10CFR 9.5) (10CFR Part 21) and is  
exempt from mandatory public disclosure pur-  
suant to 10CFR Part 9

**WITHHOLD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
(Signature, Title and Office) (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 15**  
**SAMPLE COVER PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**  
**Subtitle and Type of Report**

Author(s), Editor(s)  
Contractor  
Prepared for  
U.S. Nuclear Regulatory Commission

**FOREIGN INFORMATION**

This document contains information  
submitted to NRC by

\_\_\_\_\_  
(Name of Company and Name of Submitter)  
which is described in 10CFR 2.790 (d)(2)  
and is exempt from mandatory public disclosure  
pursuant to 10CFR Part 9

**WITHHOLD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
(Signature, Title and Office) (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 16**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**

Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC FIN No.

TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL  
COMMERCIAL OR FINANCIAL INFORMATION

This document contains information submitted  
to NRC by

\_\_\_\_\_  
(Name of Company and Name of Submitter)

which has been determined (which is claimed)  
to be proprietary in accordance with (10CFR  
2.790 (b)) (10CFR 9.5) (10CFR Part 21) and is  
exempt from mandatory public disclosure pur-  
suant to 10CFR Part 9

WITHHOLD FROM PUBLIC DISCLOSURE

\_\_\_\_\_  
(Signature, Title and Office) (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 17**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE**

**PROPRIETARY INFORMATION**

NUREG/CR-XXXX (P)

**Title**  
Subtitle and Type of Report

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC PIN No.

**FOREIGN INFORMATION**

This document contains information  
submitted to NRC by

\_\_\_\_\_  
Name of Company and Name of Submitter:  
which is described in 10CFR 2.790 (d)(2)  
and is exempt from mandatory public disclosure  
pursuant to 10CFR Part 9

**WITHHOLD FROM PUBLIC DISCLOSURE**

\_\_\_\_\_  
(Signature, Title and Office) (Date)

**PROPRIETARY INFORMATION**

**EXHIBIT 18  
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING  
PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**



**EXHIBIT 19**  
**COVER SHEET FOR REPORT CONTAINING PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION**

**NOTICE**

THE ATTACHED DOCUMENT CONTAINS "PROPRIETARY INFORMATION" AND SHOULD BE HANDLED AS NRC "OFFICIAL USE ONLY" INFORMATION. IT SHOULD NOT BE DISCUSSED OR MADE AVAILABLE TO ANY PERSON NOT REQUIRING SUCH INFORMATION IN THE CONDUCT OF OFFICIAL BUSINESS AND SHOULD BE STORED, TRANSFERRED, AND DISPOSED OF BY EACH RECIPIENT IN A MANNER WHICH WILL ASSURE THAT ITS CONTENTS ARE NOT MADE AVAILABLE TO UNAUTHORIZED PERSONS.

COPY. \_\_\_\_\_  
DOCKET NO. \_\_\_\_\_  
CONTROL. \_\_\_\_\_  
REPORT. \_\_\_\_\_  
REC'D W/LTR DTD. \_\_\_\_\_

**PROPRIETARY INFORMATION**

Approved: December 10, 1980

Approved: August 29, 1984

**EXHIBIT 20  
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING  
UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

NUREG/CR-XXXX (SG)

**Title**  
**Subtitle and Type of Report**

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

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

The determination that this document contains  
safeguards information was made by

\_\_\_\_\_  
(Name) (Title) (Organization) (Date)

Violation of protection requirements of 10CFR  
73.21 subject to civil or criminal penalties

**SAFEGUARDS INFORMATION**

**EXHIBIT 21**  
**SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING**  
**UNCLASSIFIED SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

NUREG/CR-XXXX (SG)

**Title**

**Subtitle and Type of Report**

Manuscript Completed: (date)  
Date Published: (month, year)

Author(s), Editor(s)  
Contractor name and address

Prepared for  
Division  
Office  
U.S. Nuclear Regulatory Commission  
Washington, D.C. 20555  
NRC File No.

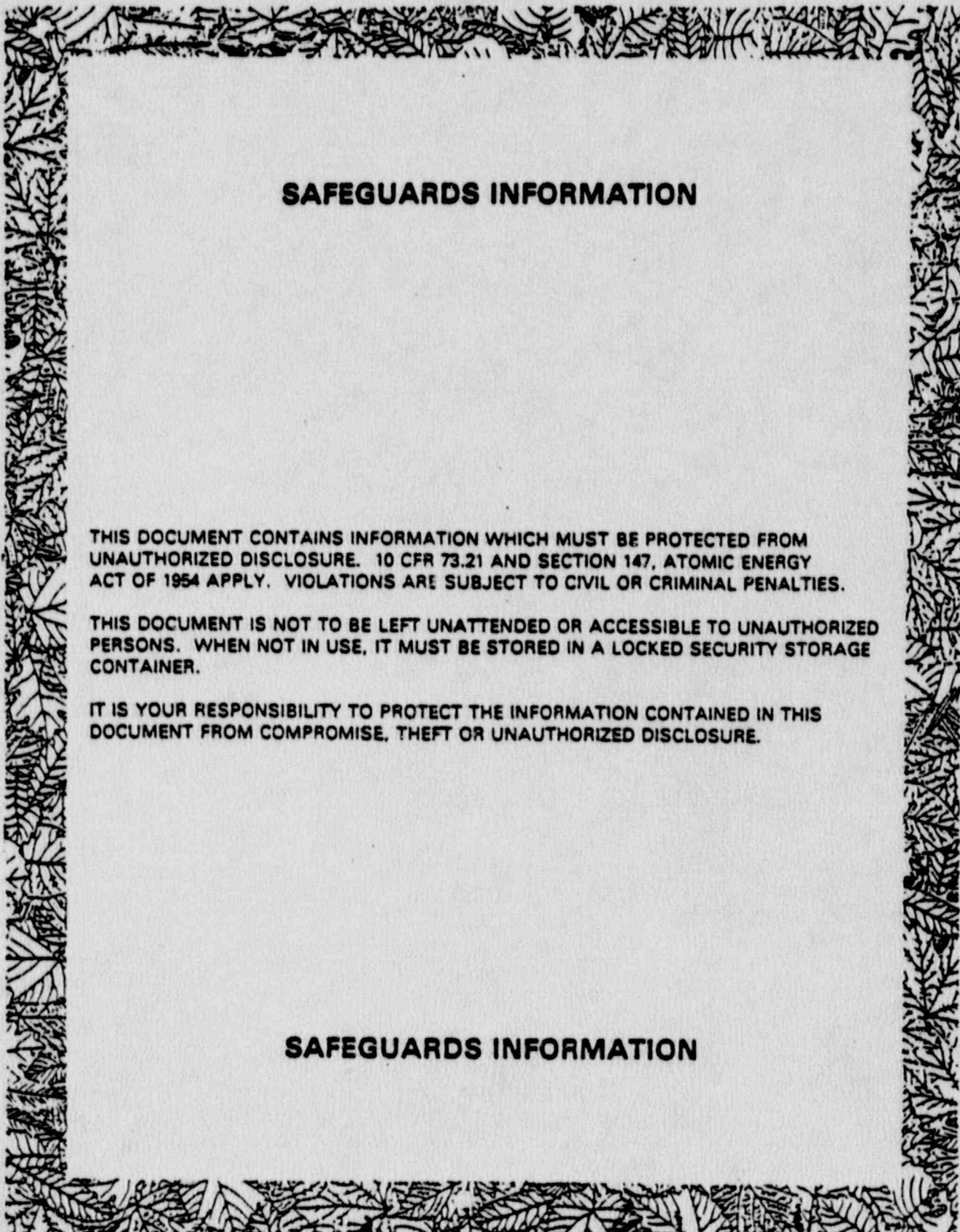
**SAFEGUARDS INFORMATION**

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

**SAFEGUARDS INFORMATION**

**SAFEGUARDS INFORMATION**

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



**SAFEGUARDS INFORMATION**

THIS DOCUMENT CONTAINS INFORMATION WHICH MUST BE PROTECTED FROM UNAUTHORIZED DISCLOSURE. 10 CFR 73.21 AND SECTION 147, ATOMIC ENERGY ACT OF 1954 APPLY. VIOLATIONS ARE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

THIS DOCUMENT IS NOT TO BE LEFT UNATTENDED OR ACCESSIBLE TO UNAUTHORIZED PERSONS. WHEN NOT IN USE, IT MUST BE STORED IN A LOCKED SECURITY STORAGE CONTAINER.

IT IS YOUR RESPONSIBILITY TO PROTECT THE INFORMATION CONTAINED IN THIS DOCUMENT FROM COMPROMISE, THEFT OR UNAUTHORIZED DISCLOSURE.

**SAFEGUARDS INFORMATION**

## PART VI

### HANDLING OF UNCLASSIFIED INFORMATION ON NRC COOPERATIVE PROGRAMS WITH FOREIGN GOVERNMENTS AND ORGANIZATIONS AND WITH U.S. INDUSTRY

The Nuclear Regulatory Commission has requested that its Program Offices establish, to the extent feasible, cooperative nuclear safety research programs that involve either or both U.S. industry and foreign governments and organizations. Such involvement includes monetary contributions, information exchange, and comments on program plans and results. This is authorized in 42 U.S.C. 5801. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified information from NRC to participants. These procedures apply only to NRC-managed work not programatically funded by DOE.

The interests of all NRC cooperative nuclear safety research program participants are served best by early, rapid dissemination for comment of information on these programs developed for NRC by NRC contractors. This can be accomplished by distribution of "Draft Preliminary Reports (or Codes)" for comment for a specified period of time, followed by issue as formal NUREG/CR reports, with the concurrence of the participants. Specific procedures for accomplishing these goals and for transmitting information prepared by the NRC and DOE facilities and contractors and their subcontractors working on these programs are presented in the following sections. The procedures detailed here have been agreed to by DOE and have been provided to the responsible DOE Operations Officers and NRC Program and Project Managers as guidance.

#### A. PREPARATION OF DRAFT PRELIMINARY REPORTS FOR COMMENT

The first issuance of information by a contractor shall be designated "Draft Preliminary Report (or Code)," and shall include the cover sheet shown in Exhibit 24.

The following notice is to be printed on the bottom of the cover sheet (Exhibit 24):

#### NOTICE

#### THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not have received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

This notice has been agreed to by the legal staffs of both NRC and DOE and is not to be added to or changed. Any problem in this regard shall be brought to the attention of the NRC project manager, who will consult with the NRC legal staff.

The "Draft Preliminary Report (or Code)" shall be submitted by first class or express mail by the contractor to the NRC project manager, with the letter shown in Exhibit 25, in the number of copies specified by the project manager (in most instances this will be fewer than 20 copies). The contractor (DOE facility, contractor or subcontractor or other contractor) may retain copies only for internal use. DOE facilities and contractors and their subcontractors shall not distribute copies of this draft report to DOE/TIDC. Draft reports may be distributed to interested DOE program offices. Subsequent issues of the information shall also be designated "Draft Preliminary Report (or Code)" until the NRC project manager authorizes preparation of a NUREG/CR report.

"Draft Preliminary Reports (or Codes)" shall not be identified as NUREG/CR reports or carry any contractor report number or NRC distribution codes.

#### B. DISTRIBUTION BY NRC PROJECT MANAGERS

The NRC project manager will distribute the copies received only to (1) the participants in the program, (2) the NRC staff with a need-to-know, and (3) others authorized by the program or project manager. Transmittal to participants shall be by first class or express mail, including air mail to foreign participants. If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC-0255-058 and NRC Appendix 0255, Part V, Annex A)

#### C. COMMENT PERIOD AND ISSUANCE OF NUREG/CR REPORT

A minimum of six months will be allowed for comments and resolution of comments. At the end of the comment period, the NRC project manager shall, with the concurrence of the participants, authorize the contractor to issue the information as a NUREG/CR report in accordance with the provisions of this Chapter.

#### D. REPORT IDENTIFIERS

The "Draft Preliminary Reports (or Codes)" will be uniquely identified only by the Financial Identification Number (FIN) assigned by NRC and

the appropriate periodic notation, if any, included in the title (Exhibit 24). They shall not be given standard report nomenclature until the NRC project manager authorizes publication as a NUREG/CR report. At that time, the contractor may add its own designation below the NUREG/CR number, as shown in Exhibits 3 and 4.

E. MAILING TO PROGRAM PARTICIPANTS

The physical transmission of reports from NRC to program participants shall be handled by the Document Management Branch (DMB), Division of Technical Information and Document Control (TIDC), based on address labels of participants supplied by the project manager. The transmittal sheet shown in Exhibit 26 shall be used to transmit the documents and the labels to DMB.

F. SECURITY

If information included in the report or code has been determined to be sensitive unclassified or classified information (see statement of work) the procedures of Part V also apply. The report (or code) may not be classified solely for the purpose of limiting distribution to the participants.



**EXHIBIT 24**  
**SAMPLE COVER FOR A DRAFT PRELIMINARY REPORT (CODE)**  
**FOR COMMENT**

DRAFT PRELIMINARY REPORT (CODE) FOR COMMENT

FIN NO. \_\_\_\_\_

Title of Program

Subtitle for This Report, Including  
Appropriate Periodic Notation, If Any  
(e.g., First Quarter, Issue No. 1)

Prepared by (Name of DOE Facility, Contractor and/or  
Subcontractors, if any)  
for  
U.S. Nuclear Regulatory Commission

**NOTICE**

**THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO  
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM**

This report was prepared in contemplation of Commission action. It has not received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

**EXHIBIT 25**  
**TRANSMITTAL LETTER FROM CONTRACTOR TO NRC PROJECT**  
**MANAGER FOR DRAFT PRELIMINARY REPORT**

TO: NRC Project Manager

SUBJECT: DRAFT PRELIMINARY REPORT (CODE) ON  
(PROGRAM TITLE) FOR COMMENT

The enclosed "Draft Preliminary Report (Code)" is being submitted for comment. It is our understanding that the comment period shall extend six months from the date of mailing of the draft to the participants. Upon resolution of the comments after that period and with concurrence of the cooperative program participants, the NRC Program Manager will authorize publication of this report in the NUREG/CR series under the provisions of NRC Manual Chapter 1102 or 3202.

DOE Facility or Contractor Representative

EXHIBIT 26

TRANSMITTAL SHEET FOR REQUESTING  
MAILING TO COOPERATIVE PROGRAM  
PARTICIPANTS

Recipients: Addresses on attached labels

Method of Mailing:

- First Class Postal Service to U. S. addresses
- Express mail to U. S. addresses\*
- Air mail to foreign addresses\*
- Surface mail to foreign addresses  
(may require up to three (3) months)

THIS MAILING CONTAINS NO PROPRIETARY INFORMATION OR OTHER  
SENSITIVE UNCLASSIFIED INFORMATION

Special Instructions:

Individual Requesting Mailing:

Project Manager or High Authority

Enclosures:

1. Address labels
2. Documents to be mailed

\*If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service," Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC 0255-058 and NRC Appendix 0255, Part V, Annex A)

**RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR,  
 CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS**

(Please Type or Print)

Obtain from the Technical Publications  
 Section on 402-7063

2. TITLE AND SUBTITLE (Give in full or show on document)

3. PIN OR GRANT NUMBER  
 (Do not list DOE contract number)

4. AUTHORS (If more than three, name first author followed by "and others")

5. CONTRACTOR

MAILING ADDRESS (Number and Street, City, State and ZIP Code)

TELEPHONE NUMBER

6. TYPE OF DOCUMENT (Check appropriate box)

A. TECHNICAL REPORT

FORMAL

LETTER REPORT

9. CONFERENCE PAPER (If so, reference items (1), (2), and (3) below)

(1) TITLE OF CONFERENCE PAPER:

(2) DATE(S) OF CONFERENCE:

(3) LOCATION OF CONFERENCE:

C. OTHER (Indicate type of item)

7. DISTRIBUTION (List NRC distribution codes. Provide mailing labels for special distribution not covered by NRC codes. If NRC code, provide name and mail stop only. If alternate, provide complete mailing address.)

YES NO

8. CERTIFICATION (ANSWER ALL QUESTIONS)

A. REFERENCE AVAILABILITY - Is all material referenced in this report accessible to the public either through a public library, the Government Printing Office, the National Technical Information Service, or the NRC Public Document Room?  
 If no, list the specific availability of a referenced document with the reference listing below.

SPECIFIC AVAILABILITY

B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material?  
 If yes, attach a copy of release from the owner that owns the copyright.

C. COMPUTER CODES - Does this report contain a computer code?  
 If yes, does it comply with the standards in NRC Manual Chapter 0503, "Planning and Control of Automatic Data Processing (ADP) Resources"?

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

E. INFORMATION REQUESTS - Does this report contain any experimental, survey, or data collection requests?

F. LICENSING REQUIREMENTS - Does this report discuss requirements on licenses?

9. AUTHORIZATION

E LAB AUTHORIZING OFFICIAL (If address) SIGNATURE DATE

B. NRC RESPONSIBLE STAFF MEMBER (Type or print name) SIGNATURE OFF/DIV TELEPHONE MAIL STOP DATE

**BIBLIOGRAPHIC DATA SHEET**

*(See instructions on the reverse)*

1. REPORT NUMBER  
*(Assigned by NRC, ACR Vol., Subd., Rev., and Addendum Numbers, if any.)*

2. TITLE AND SUBTITLE

3. DATE REPORT PUBLISHED  
MONTH | YEAR

4. FIN OR GRANT NUMBER

5. AUTHOR(S)

6. TYPE OF REPORT

7. PERIOD COVERED *(Inclusive Dates)*

8. PERFORMING ORGANIZATION - NAME AND ADDRESS *(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide name and mailing address.)*

9. SPONSORING ORGANIZATION - NAME AND ADDRESS *(If NRC, type "Some office"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)*

10. SUPPLEMENTARY NOTES

11. ABSTRACT *(200 words or less)*

12. KEY WORDS/DESCRIPTORS *(List words or phrases that will assist researchers in locating the report.)*

13. AVAILABILITY STATEMENT

14. SECURITY CLASSIFICATION

*(This Page)*

*(This Report)*

15. NUMBER OF PAGES

16. PRICE

## 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 REPORT.** State draft, final, preliminary, topical, technical, regulatory, annual, quarterly, etc.
7. **PERIOD COVERED.** Add inclusive dates.
8. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
9. **SPONSORING ORGANIZATION.** If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.
10. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with ... Presented at conference of ... To be published ... Docket No. ... When a report is revised, indicate whether the new report supersedes or supplements the older report.
11. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
12. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
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)

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
  - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.



4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
  - A. New Contracts (including Letter contracts).

---

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

---

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermination Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost-Preproduction	Incurred Cost-Completed Units	Incurred Cost-Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

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

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

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

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

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

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

# CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO. FORM APPROVED OMB NO. 3090-0116

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT	3B. TELEPHONE NO.
4. TYPE OF CONTRACT ACTION (Check)		
A. NEW CONTRACT		D. LETTER CONTRACT
B. CHANGE ORDER		E. UNPRICED ORDER
C. PRICE REVISION/REDETERMINATION		F. OTHER (Specify)
5. TYPE OF CONTRACT (Check)		
<input type="checkbox"/> FFP	<input type="checkbox"/> CPFF	<input type="checkbox"/> CPIF
<input type="checkbox"/> FPI	<input type="checkbox"/> OTHER (Specify)	
<input type="checkbox"/> CPAF		
6. PROPOSED COST (A+B+C)		
A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

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

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE
-----------------------------------	-----------------

<p>10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>11B. TYPE OF FINANCING (If one)</p> <p><input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS</p> <p><input type="checkbox"/> GUARANTEED LOANS</p>
<p>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), customer(s) and contract number(s))</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	

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

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

This proposal is submitted in response to the RFP contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

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

Form NRC-489  
(1-76)

U. S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL  
TRANSMITTAL NOTICE

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

SUPERSEDED:

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

TRANSMITTED:

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

REMARKS:

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

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

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

**TRANSMITTED:**

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

**REMARKS:**

This chapter and appendix are revised to include:

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

PART I

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

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

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

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

The contractor's investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project manager in draft form and agreement has been reached on the content.

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

In the latter case NRC will inform the contractor of this decision in the same manner as for reports (see Chapter NRC-3202). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

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



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

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

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

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

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

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

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

All published papers and articles must include the following disclaimer:

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

- H. Copyright Provisions and Exclusion. Under the new U.S. copyright law (Public Law 94-552), most authors for the first time have a Federal Government copyright in their works created on or after January 1, 1978. Copyright ownership remains with the author unless transferred in writing to someone else. This is the reason that publishers now routinely ask those who submit articles for publication to execute copyright transfer forms before publication.

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

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

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

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

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

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

I. Press or Other Media Releases

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

Form NRC-489  
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CHAPTER NRC-3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL ARTICLES  
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	Number	Date	Number	Date
Chapter	_____	_____	TN 3200-17	9/30/82
Page	_____	_____	Chapter NRC-3206	_____
	_____	_____	Page -047	_____
	_____	_____	_____	_____
Appendix	_____	_____	Appendix _____	_____

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

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Page	<u>                    </u>	<u>                    </u>
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All published papers and articles must include the following disclaimer:

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PART II

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

A. Author

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

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

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

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

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

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

B. Division of Technical Information and Document Control

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

Exhibit 1

SAMPLE LETTER ON COPYRIGHT AGREEMENT

Dear \_\_\_\_\_

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

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

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

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

Sincerely,

U.S. NUCLEAR REGULATORY COMMISSION  
NRC MANUAL

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

ADM

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

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3206-01 COVERAGE

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

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

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

3206-02 OBJECTIVES

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

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

023 To provide procedures for paying page charges.

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

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

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

Approved: July 7, 1982

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

NRC-3206-03

3206-03 RESPONSIBILITIES AND AUTHORITIES

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

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

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

033 Directors of Offices and Regional Administrators:

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

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

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

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

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

NRC-3206-05

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

3206-05 BASIC REQUIREMENTS

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

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

3206-06 REFERENCES

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

062 Chapter NRC-3207, Conferences and Conference Proceedings.

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

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

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

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

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NRC-3206-037

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

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

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

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

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

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

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

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

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

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ARTICLES AND PRESS OR OTHER MEDIA RELEASES  
ON REGULATORY AND TECHNICAL SUBJECTS

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

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

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

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

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

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

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

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