

AWARD/CONTRACT

1 CERTIFIED FOR NATIONAL DEFENSE
UNDER BDSA REG 2 AND/OR DMS REG 1

WAYING

PAGE 87 PAGES

2 CONTRACT (If not Item 1) NO

NRC-33-85-323

3 EFFECTIVE DATE

12/3/84

4 REQUISITION/PURCHASE REQUEST/PROJECT NO

ORI-84-397

5 ISSUED BY

CODE

6 ADMINISTERED BY (If other than Item 5)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Meridian Corporation
5113 Leesburg Pike, Suite 700
Falls Church, VA 22041

8 DELIVERY

☐ FOB ORIGIN☒ OTHER (See Item 8)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10 SUBMIT INVOICES

(4 copies unless other
wise specified) TO THE
ADDRESS SHOWN IN

ITEM

CODE

11. SHIP TO/MARK FOR

CODE

FACILITY CODE

N/A

12 PAYMENT WILL BE MADE BY

CODE

Please refer to Section G.8
APPN No. 31X0200.805 Amt. \$44,860.0013 THIS
ACQUISITION
WAS (Check
appi box(es))

A ADVERTISED

B NEGOTIATED PURSUANT TO:

☐ 10 USC 2304(a)(1) ☒ 41 USC 252(c)(1) 10

14 ACCOUNTING AND APPROPRIATION DATA

B&R No. 80-20-25-05; FIN No. D1220

APPN No. 31X0200.804 Amt. \$44,860.00

15A ITEM NO

15B SUPPLIES/SERVICES

15C QUANTITY

15D UNIT

15E UNIT PRICE

15F AMOUNT

THE U.S. NUCLEAR REGULATORY COMMISSION (NRC) HEREBY ACCEPTS MERIDIAN CORPORATION'S OFFER DATED SEPTEMBER 19, 1984 AND REVISIONS THERETO DATED OCT. 31 AND NOV. 7, 1984, ALL OF WHICH ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE FOR PERFORMANCE OF "OIP REQUIREMENTS STUDY." THIS IS

A COST-PLUS-FIXED-FEE TYPE CONTRACT.

15G TOTAL AMOUNT OF CONTRACT \$44,860.00

16. TABLE OF CONTENTS

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

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)18. ☒ AWARD (Contractor is not required to sign this document.) Offer on Solicitation Number: RS-ORI-84-397 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

8412180608 841203

PDR CONTR

NRC-33-85-323 PDR

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER

Timothy F. Hagan

20B. UNITED STATES OF AMERICA

BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED

11/28/84

The following changes are hereby made to the contract schedule:

1. Section F.2 - Place of Delivery is completed to read as follows:

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

U.S. Nuclear Regulatory Commission
ATTN: Ms. Janice Vargo
Washington, D.C. 20555

Project Officer (4 copies of reports)

Division of Contracts (1 copy)"

2. Section G.1 - Consideration and Payment (Fully Funded CPFF), paragraph A. Estimated Cost, Fixed Fee and Obligation is completed to read as follows:

"A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$44,860.00, of which the sum of \$41,308.00 represents the estimated reimbursable costs, and of which \$3,552.00 represents the fixed fee.
2. 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 performance of that work.
3. The amount presently obligated by the Government with respect to this contract is \$44,860.00."

3. Section G.2 Overhead/General and Administrative Rates is revised to read as follows:

"G.2 Overhead/General and Administrative Rates

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 103 percent of total direct labor costs.
- B. Notwithstanding A. of this Section, the said provisional overhead rate may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer."

4. Section G.5 - Project Officer, paragraph B is completed to read as follows:

"B. Name and Mail Code: Ms. Janice Vargo, EW-422
Office Address: U.S. Nuclear Regulatory Commission
Office of International Programs
Washington, D.C. 20555

Telephone Number: (301) 492-7984

5. Section G.6 - Travel, 1st paragraph is completed to read as follows:

"Travel Reimbursement

Total expenditure for domestic travel shall not exceed \$670.00 without the prior approval of the Contracting Officer. The Contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:"

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. One (1)		3. EFFECTIVE DATE 9/11/84		4. REQUISITION/PURCHASE REQ. NO. ORM-84-397		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO. RS-ORM-84-397		9B. DATED (SEE ITEM 11) 8/20/84	
TO ALL OFFERORS				10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


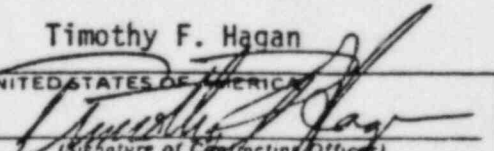
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority).

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) with bid copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- A. On page 1, block No. 5 should read "8/20/84."
- B. On page 79, under section L.7 Business Proposal, a. Cost Proposal, the 3rd paragraph reading "The cost proposal shall include individual cost for each recommended system alternative," is hereby deleted in its entirety.
- C. On page 12, Section F.1 Reports, Documentation and Other Deliverable End Items, paragraph c., a first draft design report shall be delivered by "87" working days after contract effective date as opposed to "7" working days.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter A. Perucci Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/19/84	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/13/84

SOLICITATION, OFFER AND AWARD		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1		MAXIMUM	PAGE OF 189 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. RS-ORM-84-397		4. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		8. ADDRESS OFFER TO (If other than Item 7) All proposals should be addressed as indicated in Block 7, however, handcarried proposals, (th includes Express Mail and all commercial delive services) must be delivered to the address in Block 9.		6. REQUISITION/PURCHASE NO. ORM-84-397	
NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".					
SOLICITATION					
9. Sealed offers in original and <u>five (5)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in <u>1</u> <u>1984</u> handcarried, in the depository listed in <u>Rm. 2223, 4550 Montgomery Avenue</u> until <u>2:00 PM</u> local time <u>SEP 19</u> <u>1984</u> <u>Bethesda, MD 20814</u>					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME Ron Coleman, Contract Negotiator		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 492-7310	
11. TABLE OF CONTENTS					
(V) SEC.	DESCRIPTION	PAGE(S)	(V) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	30-71
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT	2-10	<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	72
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	11	<input checked="" type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	73-77
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	14-19	<input checked="" type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFER	77-88
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	16-21	<input checked="" type="checkbox"/> M	EVALUATION FACTORS FOR AWARD	88-89
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	22-30			
OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> 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. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR Meridian Corporation 5113 Leesburg Pike, Suite 700 Falls Church, VA 22041		CODE		FACILITY	
15B. TELEPHONE NO. (Include area code) 703-998-0922		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Peter A. Perucci Chief Financial Officer	
		17. SIGNATURE 		18. OFFER DATE 9/9/84	
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		23. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 252(c) ()	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

The NRC requires services to analyze the Office of International Programs (IP) current data and word processing techniques, to observe operation and interview appropriate personnel in order to perform an evaluation of the effectiveness, efficiency, and need for recommendation of any changes that may be required. In the same manner, the contractor shall review and analyze IP's procedures/functions with the view of recommending future automated techniques.

B.2 (Offeror should provide Cost and Fee information)

Total Estimated Cost \$ 41,308
Fixed Fee \$ 3,718
Total Estimated Cost Plus Fixed Fee \$ 45,026

B.3 Remittance Address

If Item 15c of the Standard Form 33 has been checked, the offeror shall enter the remittance address below.

Name: Meridian Corporation

Address: 1970 Chain Bridge Road

McLean, VA 22109-0131

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Background

The Office of International Programs (IP) is responsible for the Commission's programs in the areas of (1) cooperation with foreign Government nuclear agencies and (2) nuclear exports and imports. In carrying out these responsibilities, IP provides informational support to the Commission and staff on international matters and maintains liaison with other U.S. agencies. IP's primary missions within the above areas of responsibilities are to assure the smooth flow of nuclear health and safety related information between the U.S. and foreign countries and to administer the Commission's export/import licensing and consultation program. A more detailed description of IP's functions follows:

A. Nuclear Exports and Imports

1. Export/Import Licensing

During FY 1983, the NRC issued 444 export and import licenses for nuclear equipment and material. For record-keeping purposes, these licenses are broken down into the following categories:

	<u>Number processed in</u> <u>FY 83</u>
a. Major special nuclear material (SNM) exports (over 1 effective kilogram).	75
b. Minor SNM Exports	65
c. Major Source Material exports (over 10,000 kilograms).	6
d. Minor Source Material exports	58
e. Facility exports	9
f. Component and material exports	156
g. Byproduct material exports	35
h. Imports	40

IP has the authority to issue licenses at the staff level with respect to over 90% of the total volume of license applications received. Major applications and applications involving sensitive issues are reviewed by the Executive Branch agencies and by the Commission. For those cases referred to the Commission, the staff prepares a comprehensive analysis which is coordinated with appropriate NRC staff offices (primarily ELD and NMSS). At any one time, IP has approximately 200 active export and import license applications under various stages of review, for which there is a need to maintain an accurate and prompt status reporting system. In addition, IP must maintain the capability to provide various specialized reports on past licenses issued (e.g., listings of (1) all exports of high-enriched uranium or (2) all exports to a certain country). Finally, IP maintains a formal reporting link with the nuclear material tracking system, the Nuclear Materials Management Safeguard System (NMMSS) maintained jointly by NRC and DOE, under which data on NRC export licenses are transferred to NMSS and subsequent shipments monitored.

NRC export/import licensing requirements are detailed in 10 CFR Part 110 (Exhibit 1). Further guidance to IP on these matters is contained in various Commission memoranda to the staff and in Executive Branch

correspondence to NRC. These documents are available in IP for examination. Also available in IP are internal memoranda regarding the processing of applications.

The International Programs Export/Import License Tracking System (IPELTS) is currently being used for monitoring IP's license applications for import and export of fuel, materials, components, and reactors. Documentation for this system is available in IP.

2. Consultation on export-related activities under the authority of other Agencies.

NRC is required by law to consult with Executive Branch agencies on export-related activities under their authority. These activities include, (1) Commerce Department-approved nuclear-related exports, (2) DOE-approved nuclear technology exports (Part 810 requests), (3) DOE subsequent arrangements (e.g., retransfers and spent fuel reprocessing requests involving US-origin commodities), and (4) State Department negotiated nuclear Agreements for Cooperation with other nations. During FY 1983, NRC was consulted on the following number of cases in the above categories:

<u>Type of case</u>	<u>Number processed in FY 1983</u>
Commerce exports	150
DOE Nuclear technology exports	31
DOE subsequent arrangements	33
Agreements for Cooperation	2

As with NRC-licensed exports, major or sensitive cases in the above categories are referred to the Commission for review after preparation of a detailed analysis by IP.

NRC's records on these cases are, at present, manually maintained in appropriate files.

3. Nonproliferation Policy, Intelligence and International Safeguards and Physical Security.

In support of NRC's export/import responsibilities, IP has established a close working relationship with appropriate Executive Branch agencies (and NRC staff offices) on nonproliferation policy, intelligence, international safeguards and physical security matters. IP makes arrangements for regular Commission briefings by senior Executive Branch officials on nonproliferation and intelligence matters for which prompt and complete information is necessary in order to fulfill NRC's statutory licensing and consultation responsibilities. IP also participates closely in U.S. Government activities for improving International Atomic Energy Agency (IAEA) safeguards capabilities in recognition of the crucial role safeguards plays in support of the U.S.'s export licensing and other international nuclear cooperation activities.

A key aspect of IP's involvement in these areas is the reverse flow of information on export licensing activities from NRC to various Executive Branch agencies. Improved NRC information reporting capabilities can, accordingly, enhance NRC's working relationship with the Executive Branch.

B. International Cooperation

1. Bilateral Exchange Agreement Activities

This area includes the development and maintenance of regulatory information exchange arrangements with 21 foreign regulatory agencies, and coordination and assistance with the NRC Office of Nuclear Regulatory Research on about 35 safety research agreements. Activities include the exchange of technical, research and regulatory reports and documents, and coordinating meetings and visits both here and abroad.

Several NIH/WYLBUR data files are maintained in this area. The most important and largest is the Foreign Document File which is used in the tracking and retrieval of foreign documents received by NRC. The number of documents received has increased greatly in recent years and improvements to the current file maintenance system are urgently needed.

Related to the Foreign Document File is the Microfiche Log which is used to track older microfiched documents which have been removed from the hard copy file.

The 1983 NRC staff study concluded that, while the agency receives a large amount of useful safety information from foreign documents, foreign travel and visits by foreigners to staff offices, documentation and dissemination of this information have been irregular. Several improvements were recommended that could involve the use of data processing techniques, including:

- Coordination by IP of the preparation and distribution of all foreign trip reports and meeting summaries with foreign visitors.
- Consolidation in IP of all receipt and distribution functions for foreign documents received through NRC's exchange and cooperation agreements;
- Establishment in IP of an automated data retrieval system for all foreign safety information available in NRC.

The complete NRC staff study is available in IP for examination.

— An NRC foreign travel NIH/WYLBUR data file of NRC foreign travel planned, underway, and completed is maintained by IP to assist the EDO in the review of pending trips and to provide input to the Controller's monthly foreign travel report. IP also maintains a trip report file on all foreign travel by NRC staff.

2. Multilateral Nuclear Safety Cooperation Assistance

This area includes NRC's participation in nuclear safety and Regulatory activities of the IAEA and Organization for Economic Cooperation and Development/Nuclear Energy Agency (OECD/NEA); coordination of NRC reactor safety assistance, primarily through the IAEA, to Priority I countries; processing of related State Department cables and other communications; coordination and control of related NRC foreign travel.

A listing of senior foreign visitors to NRC is maintained on our Foreign Visitors File. The list includes the visitor's name, biodata, dates of previous visits and Commissioners visited.

C. Office Management

This area includes, but is not limited to, budget control and correspondence tracking. In addition, some of the files mentioned above may be more appropriately included in this function.

(Samples of documents pertaining to these functions may be viewed or copied at the Commissions Public Document Room at 1717 H Street, N.W., Washington, DC).

There are approximately 30 staff members in IP. Reporting to the Director are two Assistant Directors as follows: a) Assistant Director for International Cooperation and b) Assistant Director for Export/Import and International Safeguards.

IP generates a large volume of correspondence including some classified material. Much of this correspondence is coordinated with other Federal agencies, including the Departments of State, Energy, Commerce, and the Arms Control and Disarmament Agency. IP also works closely with several U.S. intelligence community agencies.

At this time, IP has an IBM Displaywriter, one IBM magnetic card word processor and one OMRON Cathode Ray Tube Terminal. A 132 character CRT terminal with printer and a TEMPEST-approved Displaywriter with printer are on order. Current automated systems utilize the National Institutes of Health (NIH) Federal Computer Center located in Bethesda, Maryland.

C.1.2 Contract Objectives

The objectives entail researching and analyzing current and prospective data/word processing equipment for IP to determine the systems that will most effectively increase productivity and aid in cost reduction while making substantial advances in the flow of information and utilization of personnel.

C.1.3 Scope of Work

The contractor shall provide all personnel, facilities, equipment and services necessary to complete an IP requirements study. The contractor should have corporate experience, and the proposed Project Manager and Systems Analyst should have suitable personal experience, in the performance of similar requirement studies.

The required effort shall consist of the following tasks:

Task 1 - Information Analysis

The contractor shall analyze IP's current data and word processing techniques, observe operation and interview appropriate personnel in order to perform an evaluation of the effectiveness, efficiency, and need for any changes that may be required. In the same manner, the contractor shall review and analyze IP's procedures/functions with the view of recommending future automated techniques. This shall be done by justifying the use of data/word processing systems in terms of satisfying the following performance objectives:

- a. Improved information flow
- b. Improved manpower utilization
- c. Increased productivity
- d. Reduced costs

The contractor shall take into consideration existing data and word processing techniques, systems, equipment, telecommunications and related policies, procedures, and standards used by NRC. This shall include planned electronic document processing, transmission techniques, Information Technology Center, and the Corporate Data Network. The Agency is close to completing an IBM 5520 network. Proposed approaches must be consistent with existing/planned NRC methods. These methods will be explained during the interviews with the Division of Automated Information Services, Office of Resource Management (RM/D).

Visits to other Federal agencies, specifically including Department of State, Department of Commerce, and Department of Energy (Washington, D.C., and Oak Ridge, Tenn.) shall be necessary for determining requirements and relationships between NRC and those agencies.

The contractor shall take into consideration existing ADP applications in use by other agencies e.g., the Export Case Management System (ECMS) used by DoE.

The contractor shall identify IP's office functions and requirements by analyzing and collecting information through:

- a. Interviewing personnel from NRC and other agencies that interface with or have similar requirements to IP. Initial interviews with personnel from NRC should not necessarily be comprehensive. The contractor should feel free to return to ask questions as needed with regard to the scope of work. IP will provide a list of individuals to be interviewed. All interviews will be appropriately scheduled with the assistance of IP personnel.
- b. Paperflow examination including - type, volume, and frequency of internal and external correspondence e.g., reports, documents, logs, Commission memoranda, Code of Federal Regulations, files, writer office procedures, system documentation, and office correspondence, both internal and external.

At the completion of this Task, the contractor shall submit a draft information analysis report summarizing its findings and identifying the areas which may warrant ADP considerations that shall be addressed in Tasks 2, 3, and 4 for Nuclear Exports and Imports, International Cooperation and Office Management. Detailed justification shall also be provided for those areas deemed not to warrant ADP considerations. This draft report shall include the contractor's explanation and justification for its selection of the areas identified for further development. In addition, the contractor shall provide an appendix to the report which shall contain: a) all significant comments, on an unattributed basis, received during the interview process; b) statistics and flowcharts from the paperflow examination and; c) copies of any forms used during the interview process. The draft information analysis report shall be reviewed by the Project Officer and/or a review panel to ensure that all areas have been addressed. The NRC shall provide comments within five working days which shall be addressed by the contractor. Within five working days of receipt of NRC's comments, the contractor shall submit a final information analysis report which shall include NRC comments.

Task 2 - System Concept Selection

The contractor shall provide system alternatives for Nuclear Exports and Imports, International Cooperation and Office Management. The contractor shall describe how the objectives and requirements will be met by each of the alternatives as follows:

- a. Identify and, in broad terms, describe overall potential ADP system concepts or approaches.
- b. For each system concept, describe how the requirements identified in the objectives and Task 1, will or will not be met. If software tools or methodologies are used, describe them in context of meeting requirements.
- c. Describe improvements anticipated in achieving objectives.

- d. For each of the alternatives, describe the anticipated needs, e.g., hardware/equipment, space, software, maintenance support, manpower, facility, and costs for each. Describe what the impact will be on current office operation and organizational structure.
- e. Select a recommended alternative stating advantages and disadvantages and reasoning, including cost/benefit analysis, in support of the recommended alternative over the other alternatives. In this discussion, identify any influencing factors derived from available corporate experience in the area of export licensing or nuclear material licensing. Include quantifiable and nonquantifiable benefits, required resources, possible effect of delays, and consequences of not taking action.

Task 3 - Proposed System Definition

For each of the recommended alternatives identified in Task 2, the contractor shall provide a more detailed specification of the key system elements, and their expected characteristics. This should include, but not be limited to:

- a. Description of outputs, e.g., reports, correspondence, documents, data, to include usage, frequency, distribution, interfaces.
- b. Description of inputs, data elements and definitions, including source of data, volume, types, organization, frequency.
- c. Description of data files, to contain contents, purpose, use, frequency or change.
- d. Processing work flow, identifying major processing, document/data flow in graphic flow such as flow charts or block diagrams with supporting narrative.
- e. Security/privacy requirements to include classified national security information, proprietary and NRC predecisional information.
- f. Interfaces with other systems, internal organizations, other agencies, to include electronic document transmission capabilities.

Task 4 - Plan and Schedule

For each proposed system, outline a proposed plan and schedule for implementation to include detail design, programming, equipment acquisition, system development, training and documentation. Identify major milestones and management decision points.

Since the actual beginning date can't be determined, the schedule should reflect elapsed times between milestones without specific dates.

C.2 Level of Effort

The NRC's estimate of the level of technical and clerical effort for this project is approximately 2 persons which is equivalent to two-thirds of a staff year. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans. You must detail how you intend to accomplish each objective covered herein.

C.3 Meeting

The contractor shall provide a weekly status report consisting of oral discussions with the Project Officer, and/or selective review panel every Friday at IP's East-West South location (Bethesda). The exact time will be mutually agreed upon between the contractor and the Project Officer. At this time, progress, and problems of the contractual effort will be discussed. The contractor shall provide a weekly written summary status report one day prior to the oral discussions. The report shall be due each Thursday by 12:00 noon.

Section D - Packaging and Marking

D.1 Packaging and Marking

The contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

E.1 52.246-5 Inspection of Services--Cost-Reimbursement (April 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 Nov.)

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

The reports listed below are to be prepared in accordance with NRC Manual Chapter 3202 (Attachment 9)

- a. Weekly Status Report
- b. The contractor shall present a draft and final information analysis report after completion of Task 1 for discussion with the Project Officer, and/or selective review panel.
- c. A first draft design report shall be delivered by (7 working days after contract effective date) to the NRC Project Officer for NRC to review and provide comments. The content of this design report shall include, but not be limited to:
 1. A description of proposed systems and their requirements as described in Tasks 2 and 3.
 2. A plan and schedule as identified in Task 4.
- d. Within 10 working days after receipt of NRC comments, a second final draft design report shall be delivered to the NRC Project Officer and a formal briefing with visual displays shall be conducted for NRC management and staff. The briefing shall be held at IP's East-West South location (Bethesda) and cover key aspects of the design report. The briefing shall not be more than two hours in duration.
- e. Within five working days after the briefing, a final design report including type written answers to questions raised during the briefing shall be submitted to the NRC Project Officer.

F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attn: *
Washington, D.C. 20555

Project Officer (4 copies of reports)

Division of Contracts (1 copy)

*To be incorporated into any resultant contract.

F.3 Duration of Contract Period

The period of performance shall be one-hundred and seven working days from the contract effective date.

F.4 Place of Performance

The work to be performed under this contract shall be performed at the Contractor's facility and the Nuclear Regulatory Commission.

F.5 52.212-1 TIME OF DELIVERY. (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN 107 WORKING DAYS AFTER DATE OF CONTRACT
1. Meet with IP/RM to review schedule	1	0 - 1
2. Meeting Meet with IP personnel to identify office functions/requirements	As required	2 - 20
3. Meet with other offices/ agencies that interface with IP	As required below	21 - 30
State Department (1 day) Commerce (1 day) NMSS/IE (1 day) DOE - Forrestal (1 day) DOE - Germantown (1 day) DOE - Oak Ridge (3 days) (1 day travel, 2-work) RM/D (1 day) ADP coordination) Logical Technical Services (LTS) (Currently maintaining the IPELTS Systems (1 day)		

4.	Draft Information Analysis Report submitted	5 copies	31 - 36
5.	Draft Information Analysis Report reviewed by NRC	-	37 - 42
6.	Draft Information Analysis Report revised	5 copies	43 - 47
7.	Final Information Analysis Report submitted	5 copies	47
8.	Complete Tasks 2, 3 and 4 of the Statement of Work	-	48 - 77
9.	Submit first design draft report	5 copies	78 - 87
10.	NRC review and comments of first design draft report	-	88 - 92
11.	Second design draft report/ briefing (2 hrs in duration) with visuals and associated narrative explanation	5 copies 1 briefing	93 - 102
12.	Submit final design report including type written answers to questions raised during briefing	5 copies	103 - 107 (after briefing)

F.6 Contract Clauses

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

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

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

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

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

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

(End of clause)

(AV 7-105.3 1971 APR)

Section G - Contract Administration Data

G. 1 Consideration and Payment (Fully Funded CPFF)

A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$ * , of which the sum of \$ * represents the estimated reimbursable costs, and of which \$ * represents the fixed fee.
2. 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 performance of that work.
3. The amount presently obligated by the Government with respect to this contract is \$ * .

* To be incorporated into any resultant contract.

B. Payment

The Government shall render payment to the Contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

The Contractor's invoice or public voucher shall be submitted in accordance with the attached billing instructions for cost type contracts.

G. 2 Overhead/General and Administrative Rates

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of * percent of * .
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of * percent of * .
- C. Notwithstanding A. and B. of this Section, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

*To be incorporated into any resultant contract.

G. 3 Payment of Fixed Fee

At the time of each payment to the Contractor on account of allowable cost, the Contractor shall be paid an amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable cost is to the total estimated cost of performance of this contract; provided, however, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of paragraph (b) of the Clause 52.216-8 entitled Fixed Fee (April 1984) shall be followed.

G.4 Technical Direction

- —
- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.6 of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance 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.
- B. Technical direction must be within the general scope 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 clause of the General Provisions, entitled "Changes."
 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.
- C. 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 submitted to the Contracting Officer.

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

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 B(1) through (4) 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.

- D. 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.
- E. 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 the provisions of the contract clause entitled "Disputes."

G.5 Project Officer

- A. The individual(s) listed in "B" below is (are) hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

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) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by Contractors and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

B. Name and Mail Code: *
Office Address: *
Telephone Number: *

* To be incorporated into any resultant contract

G.6 Travel

Travel Reimbursement

Total expenditure for domestic travel shall not exceed \$ _____* without the prior approval of the Contracting Officer. The Contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

<u>Area</u>	<u>Daily Rate</u>
Washington, DC	\$75.00

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5c per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. The rates provided below shall remain in effect until such time as a unilateral contract modification is issued by the Contracting Officer reflecting changes (increases or decreases) in the Federal Travel Regulations (FTR).

*To be incorporated into any resultant contract.

G.7 Payment Due Date

(a) Payments under this contract will be due 30 calendar days after the later of:

(1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

(2) The date the final deliverable product/service is accepted by the Government.

- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.
- (d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.8 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.9 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

Section H - Special Contract Requirements

H.1 Key Personnel

- (a) Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal.

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 or his authorized representative, 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 or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H.2 Consultant or Other Comparable Employment Services of Contractor Employees (OMB No. 3150-0112)

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with the Commission) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees proposed to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another Commission cost-type Contractor under its contract with the Commission except with the prior approval of the Contractor.

H.3 Safety, Health, and Fire Protection

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with said regulations or requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

H. 4 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H. 5 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H.4, publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H. 6 Drawings, Designs, and Specifications

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, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be 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 shall, subject to the right of the Contractor to retain a copy of said 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 shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H. 7 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it 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. Failure to comply with this clause shall be grounds for termination of this contract.

H. 8 Security (OMB Clearance Number 3150-0112)

(a) Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.

If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(d) Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means all data removed from the Restricted Data category under section 142-d. of the Atomic Energy Act of 1954, as amended.

(e) Security Clearance Personnel. The Contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

(f) Criminal Liabilities. It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 11652.)

(g) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(h) In performing the contract work, the Contractor shall assign classifications to all documents, material, and equipment originated or generated by the Contractor in accordance with classification guidance by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall provide that the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished by the Contractor.

(I) Additional Requirements (See the attached Form 187)

X.9

Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)--Alternate 1

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

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

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

(d) Disclosure after award.

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

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

(e) Access to and use of information.

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

- (i) Use such information for any private purpose until the information has been released to the public;
- (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or
- (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

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

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

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

(g) Remedies. For breach of any of the above 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 §20-1.5411.

H.10 Method of Payment

(a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

(b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
2. Contact person and telephone number
3. Name and address of financial institution
4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of financial institution
6. Account number at your financial institution to be credited with the funds

7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

H. 11 Service Contract Act

Except to the extent that an exemption, variation or tolerance would apply if this were a contract in excess of \$2,500, the contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Regulations and interpretations of the Service Contract Act of 1965, as amended, are contained in 29 CFR Part

H. 12 Subcontracts for Work or Services

No contract shall be made by the contractor with any other party for furnishing any of the work or services required herein without the prior written approval of the Contracting Officer. These provisions shall not be construed, however, as requiring the prior approval of contracts of employment between the contractor and personnel assigned by the contractor to provide services hereunder.

H. 13 Access to Government Property

A portion of the effort required to be accomplished under this contract must be performed at the Nuclear Regulatory Commission. The contractor, therefore, will be granted ingress and egress at the specific site where effort is to be performed.

While contractor personnel are at the Government site, they are required to comply with all rules and regulations of the site, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to other personnel who are Government employees or agents of the Government and property at the site regardless of whether or not title to such property vests with the Government.

The property to which the contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the contractor.

The Government property to which the contractor will have access under this clause will be made available on a Government scheduled basis. In the event the property to which the contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates or the contract cost and fee, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the Clause of this contract entitled "Changes."

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.202-1 DEFINITIONS. (APR 1964)

(a) "head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and, in the Department of Defense, the Under Secretary and any Assistant Secretary of the Departments of the Army, Navy, and Air Force and the Director and Deputy Director of Defense agencies; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

(R 7-103.1 1979 MAR)

(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)
(R 7-103.1 1979 MAR)

52.202-1 OFFICIALS NOT TO BENEFIT. APR 1964.

No member of or delegate to Congress, or resident commissioner, shall be entitled to any share or part of this contract, or to any benefit arising out of it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

(End of clause)

(R 7-103.19 1949 JUL)

(R 1-7.102-17)

52.203-3 GRATUITIES. (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

-- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 7-104.16 1952 MAR)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

(R 7-103.20 1958 JAN)

(R 1-1.503)

(R 1-7.102-18)

52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1964)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

(End of clause)

(R 7-104.15 1975 JUN)

(R 1-7.103-3)

52.215-2 AUDIT--NEGOTIATION. (APR 1964)

(a) Supervision of Costs. If this is a cost-reimbursement contract, the Contractor shall maintain and preserve the accounting records and documents of the Contractor and its subcontractors and shall make them available to the Comptroller General or a duly authorized representative from the General Accounting Office for examination and audit at any time during the performance of the contract. The Contractor shall include in all subcontracts under this contract a clause to the effect that the subcontractor shall make its accounting records and documents available to the Comptroller General or a duly authorized representative from the General Accounting Office for examination and audit at any time during the performance of the subcontract.

(b) Right of Pricing Data. If, pursuant to law, the Contractor has been required to submit pricing data in connection with this contract or any modification to this contract, the Comptroller General or a duly authorized representative from the General Accounting Office who are employees of the Government shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract or modification, in order to evaluate the

accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation, or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (e), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)
(R 7-104.41(a) 1978 AUG)
(R 1-3.814-2(a))
(R 7-303.28)
(R 7-402.30)
(R 7-603.20)
(R 7-605.11)
(R 7-607.22)
(R 7-802.7)
(R 7-901.16)
(R 7-1702.15 1971 APR)
(R 7-1903.29)
(R 7-1909.24)
(R 7-2102.19)

52.215-30 FACILITIES CAPITAL COST OF MONEY. (APR 1984)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, but only if the prospective contractor elects to claim it below. If the prospective contractor elects to claim this cost, the Waiver of Facilities Capital Cost of Money will be excluded from the contract. If the prospective contractor does not elect to claim this cost, the contract will include the Waiver of Facilities Capital Cost of Money.

(b) By including an item of proposed allowable cost in response to the solicitation, the prospective contractor will be deemed to have elected to claim facilities capital cost of money.

(End of clause)

(NM)

52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (APR 1984)

If the Contractor did not include facilities capital cost of money as a proposed allowable cost, it shall be deemed that the Contractor waived the right to claim it under this contract.

(End of clause)

(AV OPRF Policy Letter 80-7 1980 OCT)

52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

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

(iii) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension, profit-sharing, or employee stock ownership plan or funds that are paid quarterly, or more often, shall be indirect costs for payment purposes, provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

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

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

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

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

(2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

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

These billing rates--

(1) Shall be the anticipated final rates; and

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

(f) Quick-closeout procedures. When the Contractor and Contracting Officer agree, the quick-closeout procedures of Subpart 42.7 of the FAR may be used.

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

(h) Final payment. (1) The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than one year (or longer, as the Contracting Officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

(End of clause)

(R 7-203.4(a) 1978 SEP)

(R 7-203.4(b) 1979 MAR)

(R 7-203.4(c)(4)(iv))

(R 7-402.3(a) and (c)(5)(iii))

(R 7-605.5)

(R 7-1909.4)

(R 1-7.202-4)

(R 1-7.203-9)

(R 1-3.704-1 and -2)

(R 1-7.402-3(a) and (b)(1) and (3))

(R 1-7.403-9)

52.216-8 FIXED FEE. (APR 1984)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule;

provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

(End of clause)

(R 7-203.4(a) 1978 SEP)

(R 7-203.4(c)(9))

(R 7-402.3(a) and (c)(7))

(R 7-1909.4)

(R 1-7.202-4)

(R 1-7.402-3(a) and (b)(5))

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (APR 1984)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

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

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern

or a small business concern owned and controlled by socially and economically disadvantaged individuals.

(End of clause)

(R 7-104.14(a) 1980 AUG)

(V FPR Temp. Reg. 50 1979 JUN and its
Supplement 2 1980 MAY)

52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)

(a) "women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(End of clause)

(7-104.52 1980 AUG)

(FPR Temp. Reg. 54 1980 MAY)

52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS. (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.

.....
.....
(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 clause)

(R 7-2003.13 1978 JUN)

52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)

(a) Applicability. This clause is applicable if this contract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

(End of clause)

(R 1-1.805-3(a))

(R 7-104.20(a) 1981 May)

52.222-3 CONVICT LABOR. (APR 1984)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

(End of clause)

(R 7-104.17 1975 OCT)

(R 7-607.12 1975 OCT)

(R 1-12.204)

52.222-26 EQUAL OPPORTUNITY. (APR 1984)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

(R 7-103.18 1978 SEP)
(R 1-12.803-2)
(R 7-607.13 1978 SEP)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
(APR 1984)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Northern Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Posting. (1) The Contractor agrees to post a poster notice stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

(End of clause)

(R 7-103.27 1976 JUL)

(R FPR Temp. Reg. 39)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

(End of clause)

(R 7-103.28 1976 MAY)

(R FPR Temp. Reg. 38)

Service Contract Act

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraph of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade

pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150).

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0150).

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contract pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
Project Manager	\$20.54
System Analyst	\$17.38
Technical Writer	\$14.62

Fringe Benefits

Health Insurance: The government pays approximately 60 percent not to exceed cost of the insurance.

Life Insurance: The government pays one-third of the cost of Basic Life Insurance.

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday (beginning January 1986), and Inauguration Day (once every 4 years).

Leave Accrued:

Sick Leave: Two (2) hours each week regardless of length of service.

Annual Leave (Vacation):

1. Two (2) hours each week for an employee with less than three years of service.
2. Three (3) hours each week for an employee with three but less than 15 years of service.
3. Four (4) hours each week for an employee with 15 or more years of service.

Retirement:

The government contributes 7 percent of the basic hourly rate.

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with

the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however; that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized.

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of the clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, the employees or their representatives.

(FPR Temporary Regulation 76)

52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)
(R 7-103.23 1965 JAN)

52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)

(a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by

bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

(R 7-203.22 1966 DEC)

(R 1-7.704-5)

52.230-3

COST ACCOUNTING STANDARDS. (APR 1984)

(a) Unless the Cost Accounting Standards Board (CASB) has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (Pub. L. 91-379, August 15, 1970), the Contractor, in connection with this contract, shall--

(1) (National Defense Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by regulations of the CASB. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CASB requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) below, as appropriate.

(3) Comply with all CAS in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS which hereafter becomes applicable to a contract or subcontract of the Contractor.

Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to (3) above, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of this paragraph 4; provided, that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under (4)(i) above, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS, rule, or regulation of the CASB and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the agency head, of the CASB, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontract's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. This requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on--

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause by reason of 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)).

Note (1): New CAS shall be applicable to both national defense and nondefense CAS-covered contracts upon award of a new national defense CAS-covered contract containing the new Standard. The award of a new nondefense CAS-covered contract shall not trigger application of new CAS.

Note (2): Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted its Disclosure Statement to a Government Administrative Contracting

Officer (ACO), it may satisfy that requirement by certifying to the Contractor the date of the Statement and the address of the ACO.

Note (3): In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to the Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of its Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and Standards of the CASB in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor

and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by its subcontractors.

Note (4): If the subcontractor is a business unit which, pursuant to 4 CFR 332 is entitled to elect modified contract coverage and to follow Standards 401 and 402, the clause at 52.230-5, "Disclosure Consistency of Cost Accounting Practices," of the Federal Acquisition Regulation shall be inserted in lieu of this clause.

Note (5): The terms defined in 4 CFR 331.20 shall have the same meanings herein. As there defined, "negotiated subcontract" means any subcontract except a firm-fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two persons not associated with each other or with such Contractor or subcontractor, providing (1) the solicitation to all competitors is identical, (2) price is the only consideration in selecting the subcontractor from among the competitors solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

(End of clause)
(R 7-104.83(a) 1975 FEB)
(R 1-3.1204-1(a)(1))
(R 1-3.1204-2(a))

52.230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (APR 1984)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in (a) through (f) below:

(a) Submit to the cognizant Contracting Officer a description of any accounting change, the potential impact of the change on contracts containing a CAS clause, and if not obviously immaterial, a general dollar magnitude cost impact analysis of the change which displays the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should display the potential impact of funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required to comply with a new CAS in accordance with paragraphs (a)(3) and (a)(4)(i) of the CAS clause, within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (a)(4)(iii) of the CAS clause or with paragraph (a)(3) or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by paragraph (a)(5) of the CAS clause or by paragraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause, within 60 days (or such other date as may be mutually agreed to) after the date of agreement of noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a) above. If the above proposal is not submitted within the specified time, or any extension granted by the cognizant Contracting Officer, an amount not to exceed 10 percent of each payment made after that date may be withheld until such time as a proposal has been provided in the form and manner specified by the cognizant Contracting Officer.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(4) and (a)(5) of the CAS clause or with paragraphs (a)(3), (a)(4), or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause.

(d) For all subcontracts subject either to the CAS clause or to the Disclosure and Consistency of Cost Accounting Practices clause--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and

(2) Include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Date of Contractor making the award.

(iv) Any changes the subcontractor has made or proposes to make to accounting practices that affect prime contracts or subcontracts containing the CAS clause or Disclosure and Consistency of Cost Accounting Practices clause. Unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(e) Advise the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract's price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(f) For subcontracts containing the CAS clause, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement

on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)
(R 7-104.83(b) 1977 OCT)
(R 1-3.1204-1(b))

52.232-17 INTEREST. (APR 1984)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause;
(R 7-104.39 1972 MAY)
(R 1-7.203-15)

52.030-20 LIMITATION OF COST. (APR 1964)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (A) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the Schedule specified in the contract.

(e) In no event, continuation, or renegotiation of this contract shall the Government be obligated to pay more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. In the event of the specified notice, the Government shall not be obligated to pay more than the estimated cost specified in the Schedule, which shall be the maximum amount payable by the Government for this contract. The Contractor shall not be obligated to continue performance under this contract until the Contracting Officer notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the Schedule specified in the contract.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

(R 7-203.3(a) 1966 OCT)

(R 7-402.2(a) 1966 OCT)

(R 7-402.2(b) 1973 MAY)

(R 1-7.202-3(a))

(R 1-7.402-2(a) & (b))

52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information

related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

(R 7-103.8 1962 FEB; R 1-30.703 1976 MAY)

(R 7-602.8 1976 OCT)

(R 7-607.6 1976 OCT)

52.233-1

DISPUTES. (APR 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that--

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by--

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(R 7-103.12 1980 JUN)

(R FPR Temporary Regulation 55-II 1980 JUN)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

(End of clause)

(R 7-203.35 1978 AUG)

52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that

the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

(R 7-203.2 1967 APR)

(R 1-7.202-2)

52.244-2

SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS.
(APR 1984)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting

Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$10,000 or of any items of industrial facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) above without the consent of the Contracting Officer, unless this contract is for the acquisition of major systems, subsystems, or their components.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts that have been selected for special surveillance and identified in the Schedule of this contract.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in subsection 16.301-4 of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17 Incentive Price Revision-- Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(End of clause)

(R 7-203.8(a) and (b) 1982 LEC)

(R 7-402.8(a) and (b) 1982 DEC)

(R 7-605.23)

(R 7-702.33)

(R 7-703.25)

(R 7-1703.5)

(R 7-1909.7)

(R 1-7.202-8)

(R 1-7.402-8(a) and (c))

(R 7-702.33 1977 APR)

(R 7-703.25 1977 APR)

52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(End of clause)

(V 7-104.40 1962 APR)

(V 1-7.202-30)

(V 7-303.27)

(V 7-402.29)

(V 7-603.18)

(V 7-605.37)

(V 7-702.50)

(V 7-703.43)

(V 7-704.35)

(V 7-1703.5)

(V 7-1903.28)

(V 7-1909.23)

52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(d) The Contractor shall include this clause, including this paragraph (d), supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts over \$25,000.

(End of clause)

(R 7-1912 1974 APR)

52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays

clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.
(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension.

If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) above, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(g) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and part of those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (1) above.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (g)(4) above.

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e) or (g) above or paragraph (k) below, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g) or (k), the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(k) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

(F 1-8.702)

(F 7-203.10 1973 APP)

52.249-14 EXCUSABLE DELAYS. (APP 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine

restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

(R 7-203.11 1969 AUG)

(R 1-8.708)

(R 7-605.39)

(R 1-7.403-5)

(R 7-702.7)

(R 7-703.7)

(R 1-7.202-11)

(R 1-8.700-2(c))

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	NRC Form 187 and Applicable Security Procedures
4	Wage Determination No. 80-1294 dated 3/22/84
5	Resume Format
6	Personnel Minimum Qualifications
7	Standard Form 1411 with Instructions
8	*Rules and Regulations (Export and Import of Nuclear Facilities and Materials)
9	NRC Manual Chapter 320*

*Exhibit 1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K - Representations, Certifications and Other Statements of Offerors or Quoters

K.1 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (OMB Clearance Number. 3150-0112)

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

The award to MERIDIAN CORPORATION of a contract or the modification of an existing contract does / / or does not / ☒ / involve situations or relationships of the type set forth in Attachment 2, paragraph 20-1.5403(b).

If the representation as completed indicates that situations or relationships of the type set forth in Attachment 2 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 factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

- (a) impose appropriate conditions which avoid such conflicts,
- (b) disqualify the offeror, or
- (c) 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.

The refusal to provide the representation required by §20-1.5404(b) or upon request of the Contracting Officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for awards; or if such nondisclosure or misrepresentation is discovered after award; or if such nondisclosure for 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.

K.2 FAR Provisions

52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT. (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, / x / 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)
(R 7-2002.1 1974 APR)
(R 1-1.505)

52.215-6 TYPE OF BUSINESS ORGANIZATION. (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as / x / a corporation incorporated under the laws of the State ofVIRGINIA....., / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture.

(End of provision)
(AV SF 33 1977 MAR)
(R SF 19B, Para 4, 1976 JUNE)

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
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(End of provision)
(R 3-501(b) Sec K (iv))

52.215-20 PLACE OF PERFORMANCE. (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, / / intends, /xx/ does not intend (check applicable block) 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)
(R 3-501(b) Sec K (viii))

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION. (APR 1984)

The offeror represents and certifies as part of its offer that it /X/ is, / / is not a small business concern and that /X/ all, / / not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "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)
(R 3-501(b)(3), Part IV, Section K, (i)(A) 1979 SEP)

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

(a) Representation. The offeror represents that it / / is, /X/ 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)
(R 7-2003.74 1980 AUG)
(R 3-501(b)(3), Part IV, Section K, (i)(B) 1980 AUG)

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

(a) Representation. The offeror represents that it / / is, /X/ 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 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.

"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)

(R FPR Temp. Reg 48 1978 DEC)

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

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

(R 7-2003.14(b)(1)(A) 1970 AUG)

(R 1-12.803-10(d))

CERTIFICATION REGARDING DEBARMENT STATUS

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.

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

The offeror represents that--

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

(b) It / ☒ / has, / / has not, filed all required compliance reports; and

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

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

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

(End of provision)

(R 7-2003.14(b) 1979 SEP)

(R 1-12.805-4)

Section L - Instructions, Conditions, and Notices to Offerors or Quoters

L.1 Acceptance Period

Because of the time required by the Government to evaluate proposals adequately, offerors are requested to specify a proposal acceptance period of not less than 90 days.

L.2 Cost of Proposal Preparation

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal or for necessary studies or designs for the preparation thereof; or to procure or contract for the articles or services shown under Part I herein.

L.3 RFP Identification

Mailing envelopes should be marked with the RFP number, the RFP closing date, and the notation: "DO NOT OPEN IN MAIL ROOM." Also, include the RFP number in your cover letter and on each page of your proposal.

L.4 Award Notification

All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection will not be made until a contract has been awarded.

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government (i.e., the NRC) to

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.

L.5 Disposition of Proposals

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

L.6 Proposal Presentation and Format

- a. Proposals will be typewritten or reproduced on letter-size paper and will be legible in all required copies.
- b. Proposals in response to this Request for Proposal shall be submitted in the following three (3) separate and distinct parts:
 - (1) One (1) original signed copy of this solicitation package. All applicable sections must be completed by the offeror.
 - (2) One (1) original and four (4) copies of the "Cost Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Business Management Requirements."
 - (3) One (1) original and four (4) copies of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Technical Proposal Content."

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the offeror.

L.7 Business/Management Requirements

a. Cost Proposal

The offeror should utilize the Standard Form 1411, Contracting Pricing Proposal Cover Sheet in submitting the Cost Proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impracticable, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

The cost proposal shall further be submitted in the following format: proposed costs for Tasks 1, 2, 3 and 4.

The cost proposal shall include individual cost for each recommended system alternative.

Cost will be evaluated on reasonableness, validity, and reliability.

The "Cost Proposal" must include, but is not limited to, the following:

- Material - A detailed listing of items including the quantity, basis of cost estimate, unit cost and sources of cost.
- Labor - The basis for the estimated hours broken down by category and task, and the source of labor rates. Level of effort data shall be expressed in staffhours.
- Indirect Cost - The source and basis of determination of all indirect costs.
- Travel - The breakdown of all travel by trips, segregating all transportation and per diem costs. Copy of the official Government approval of the offeror's travel policy, if granted, or in lieu thereof, a copy of the offeror's travel policy.

NOTE: In the absence of a Government approved Contractor travel policy, the prevailing Federal Travel Regulation rates and the clause entitled, "Travel Reimbursement" in Part III shall apply.
- Other - The offeror's fiscal accounting period (Fiscal Year) and the name, address, and the telephone number of the offeror's cognizant Government audit agency.

b. Management

The management aspects shall include, but not be limited to, the following and any data pertinent thereto:

- (1) Project scheduling and contingency planning demonstrating a logical progression and integration of the tasks to insure completion within the performance period and without program slippage.
- (2) 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.
- (3) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.
- (4) Management controls expected to be utilized to preclude a contract cost growth.

c. Manpower Availability

Describe the source of personnel required for performance of each task and not presently employed by the offeror. If any of the personnel are under commitment, describe the terms of the commitment(s). Note specifically the personnel that will be on board subject to a contract award.

d. Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (1) nature of services, (2) fee rate, and (3) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the Contractor or to employees of the U.S. Government.

e. Subcontractors

If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted and the approximate cost involved.

f. Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offeror is required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of (state, city, county), and the unemployment rate for the area, if known.

L.8 Technical Proposal Content

The Technical Proposal shall not contain any reference to cost. Resource information such as data concerning labor hours, and

categories, materials, subcontracts, travel, computer time, etc., shall be included in the Technical Proposal so that the offeror's understanding of the scope of work may be evaluated.

The offeror shall submit with the Technical Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the evaluation criteria set forth in this Part II under the paragraph entitled, "Evaluation of Proposals."

Statements which paraphrase the scope of work without communicating the specific innovation proposed by the offeror or statements to the effect that the offeror's understanding can or will comply with the scope of work may be construed as an indication of the offeror's lack of understanding of the scope of work and objectives.

The Technical Proposal should be fully self-contained, and specifically address the technical evaluation criteria with due consideration of the Statement of Work.

As a minimum, the Technical Proposal shall be divided into the following major sections:

1. Personnel
2. Technical Approach and Understanding of Requirements
3. Related Corporate Experience

A - Personnel

1. Personnel shall be evaluated in the areas of education, technical experience, management experience (where applicable), and professional development based upon the requirements of the Statement of Work. Information to be evaluated shall be obtained from the offeror's proposal and reference checks.
2. Resumes shall be submitted for all employees to be designated to work on this contract. All personnel included in the resumes must be in the employ of the offeror at the time of submission of the offeror's proposal. If they are not, the offeror shall provide sufficient evidence, i.e., written commitment, to indicate the individual will be employed and available at the time of the contract.
3. Personnel proposed to fill these positions are considered critical to this procurement. Information will be required for these personnel as described in the resume format in Attachment 5. A statement should accompany the resume of each person defining the percentage of his or her time which will be committed to this contract. This is particularly important for the Project Manager(s) and the Systems Analysts.

4. For all personnel not meeting the minimum qualifications as set forth in Attachment 6, rationale should be submitted which clearly explains why those personnel are to be considered qualified to fill the positions.
5. The resumes shall specifically indicate all past experience in performing ADP requirements studies. In addition, all past experience in developing/ designing systems involving data base management packages, IBM 5520, IBM display writers or micro-computers shall be highlighted.

B - Technical Approach and Understanding of Requirements

This section shall be designed to show the offeror's ability to perform the tasks covered in the Statement of Work. It shall be presented in as much detail as practical and include the following:

1. Discussion of the scope of work requirements to substantiate the offeror's understanding of the problem and his proposed method of approach to meet the objective. The requirement should be approached from the viewpoint of an initial design review.
2. Indicate the project team's direct experience in conducting Requirement Studies.
3. Indicate the project team's knowledge and experience in working with state-of-the-art software and hardware.
4. Demonstrate the strategy to be used in performing each of the task as outlined in the Statement of Work.
5. Indicate potential problem areas and the approach to be taken to resolve the problem.
6. For earlier delivery schedules, identify items which the offeror feels will be critical to the success of the project, including a justification for the approach. Provide a detailed description of the approach for work and identify which has been completed and completion dates for various milestones.
7. Statements of any interpretations, requirements, or assumptions made by the offeror must be clarified.

C - Corporate Related Experience

The offeror shall provide a brief history of the offeror's experience in providing services similar to those defined in the Statement of Work.

If the offeror has performed any Government support contracts of a similar nature to this proposed contract, list at least two (2), but not more than five (5), that: (a) were awarded or performed within the past five (5) years or are currently in force, and (b) were similar in size, complexity, or scope to this proposed contract. For each of these contracts, provide the following information:

- 1 - Contracting agency, address, and phone number.
- 2 - Contract number and type of contract.
- 3 - Date of contract and period of performance.
- 4 - Address and telephone number of Contracting Officer and technical officer.
- 5 - Brief description of contract work scope and responsibilities.
- 6 - Description of how the contracted effort was similar to the proposed effort (100 words or less), with a technical description sufficient to permit ready assessment. It is not sufficient to just state that it is similar in magnitude and scope. Rationale must be provided to convince the NRC that it is similar.
- 7 - Performance, including:
 - a. Whether or not the contract was successfully completed. Include any performance evaluations if available. If the contract was not successfully completed, provide an explanation.
 - b. Whether or not the offeror submitted proposals for any follow-up contracts (such as development and implementation of recommended systems.) If not, please provide an explanation.

If less than two Government contracts have been performed, then list contracts of a similar nature that have been performed and substitute the word "company" for agency.

L.9 - Solicitation Provisions

52.215-5 SOLICITATION DEFINITIONS. (APR 1984)

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

(End of provision)

(R SF 33A, Para 1, 1978 JAN)

52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS. (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of provision)

(AV 7-2003.40 1969 OCT)

52.215-8 ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS. (APR 1984)

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (c) by letter or telegram. The Government must receive the acknowledgment by the time specified for receipt of offers.

(End of provision)

(R SF 33A Para 4, 1978 JAN)

52.215-9 SUBMISSION OF OFFERS. (APR 1984)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

(c) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

(End of provision)
(R SF 33A Para 5, 1978 JAN)

52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS. (APR 1984)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of provision)

(R 7-2002.4 1979 MAR)
(1-3.802.1)

52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA. (APR 1984)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall--

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets[insert numbers or other identification of sheets]"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

(End of provision)

(R 3-501(b) Sec L (xxiv))

52.215-13 PREPARATION OF OFFERS. (APR 1984)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of fluctuating prices, a unit price cost must be entered with the note, "The unit price cost will be adjusted to the contract, subject, however, to correction to the same extent and in the same manner as any other contract."

(d) Offers must be submitted in duplicate. The original and one copy will be retained by the issuing office. The original will be returned to the offeror upon request.

(e) Offers must be submitted in duplicate. The original and one copy will be retained by the issuing office. The original will be returned to the offeror upon request.

(f) Time, if stated in a notice of days, will include Saturdays, Sundays, and holidays.

(End of provision)

(R 511, Para 2, 1978 JAN)

52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS. (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

(End of provision)

(R SF 33A, Para 3, 1978 JAN)

52.215-15 FAILURE TO SUBMIT OFFER. (APR 1984)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

(End of provision)

(R SF 33A, Para 6, 1978 JAN)

52.215-16 CONTRACT AWARD. (APR 1984)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) 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.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(End of provision)
(R SF 33A, Para 10, 1978 JAN)

52.215-18 ORDER OF PRECEDENCE. (APR 1984)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of provision)
(R 7-2003.41 1973 APR)

M.1 CONTRACT AWARD AND EVALUATION OF PROPOSALS

- 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.

***Although cost will be a factor in the evaluation of proposals, technical merit in (criteria A through C on the next pages) will be the more significant factors in the selection of a Contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.

- b. The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms, from a cost and technical standpoint.
- c. 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 man hours.
- d. In making the above determination, a best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule.
- e. Although no class of firms has been specifically excluded from consideration for reasons of organizational conflict of interest, potential offerors, particularly nuclear reactors vendors and nuclear reactor architect engineering firms, should carefully consider the possibility of any conflict

of interest before preparing a proposal for this requirement. For further information, see Part III, Attachment 1.

NO ADVANCE RULINGS ON CONFLICT OF INTEREST MATTERS WILL BE MADE FOR POTENTIAL OFFERORS PRIOR TO SUBMISSION OF PROPOSAL.

- f. Proposals will be evaluated in accordance with the following weighted factors, listed in the order of their relative importance:

M.2 Evaluation Criteria

Weights Based
on 100 Points

NRC will evaluate:

A. Technical Approach and Understanding of Requirements (50)

The technical approach will be evaluated with regard to the offeror's approaches to the following:

- | | |
|---|----|
| 1. Conducting requirement studies | 10 |
| 2. Understanding of the scope of work | 10 |
| 3. Ability to provide state-of-art alternatives | 20 |
| 4. Means of providing work definition and work planning | 10 |

(Offerors are encouraged to be as specific as possible with regard to their responses)

B. Personnel Qualifications (35)

The personnel to be employed on this project shall be evaluated in regard to the following:

- | | |
|--|----|
| 1. Education (Reference Attachment 6) | 10 |
| 2. Technical experience, including match of experience to position requirements | 10 |
| 3. Professional development, including specific experience in such things as Data Base Management Packages, and IBM 5520, IBM Displaywriters, and PC/micro-computer office environment, Office Automation and Telecommunications | 10 |
| 4. Management experience (where applicable) | 5 |

C. Corporate Related Experience (15)

The evaluation of similar experience will be based on the following:

- | | |
|---|---|
| 1. Demonstrated past performance in related efforts | 6 |
| 2. Demonstrated past experience in requirement studies or efforts in a similar environment to the one described in the scope for work | 6 |
| 3. Demonstrated past experience in export licensing and specifically nuclear materials licensing | 3 |

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.

20-1.5401	Scope and policy.
20-1.5402	Definitions.
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20-1.5404	Representation.
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20-1.5405-1	General contract clause.
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20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
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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 recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

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

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

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

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 10-1.5405-2 in the following circumstances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§20-1.5404 Representation

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

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

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 20-1.5405-2 Special contract provisions.

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

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

(2) Software exclusion clauses;

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

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

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

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

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

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

20-1.5406 Evaluation, findings, and contract award

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

(a) Disqualify the offeror from award,

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

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

§ 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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

- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3)

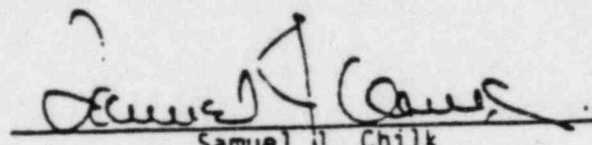
contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

620-1.5412 Remedies

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

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

For the Nuclear Regulatory Commission


Samuel D. Chalk
Secretary of the Commission

- a. Responds to operating and computer output instructions.
- b. Reviews error messages and makes corrections during operation or refers problems.
- c. Maintains operating record.

May test-run new or modified programs. May assist in modifying systems or programs. The scope of this definition includes trainees working to become fully qualified computer operators, fully qualified computer operator, and lead operators providing technical assistance to lower level operators.

For wage study purposes, computer operators are classified as follows:

Computer Operator I

Work assignments are limited to established production runs (i.e., programs which present few operating problems). Assignments may consist primarily of on-the-job training (sometimes augmented by classroom instruction). When learning to run programs, the supervisor or a higher level operator provides detailed written or oral guidance to the operator before and during the run. After the operator has gained experience with a program, however, the operator works fairly independently in applying standard operating or corrective procedures in responding to computer output instructions or error conditions, but refers problems to a higher level operator or the supervisor when standard procedures fail.

Computer Operator II

In addition to established production runs, work assignments include runs involving new programs, applications, and procedures (i.e., situations which require the operator to adapt to a variety of problems). At this level, the operator has the training and experience to work fairly independently in carrying out most assignments. Assignments may require the operator to select from a variety of standard setup and operating procedures. In responding to computer output instructions or error conditions, applies standard operating or corrective procedures, but may deviate from standard procedures when standard procedures fail if deviation does not materially alter the computer unit's production plans. Refers the problem or aborts the program when procedures applied do not provide a solution. May guide lower level operators.

Computer Operator III

In addition to work assignments described for Computer operator II (see above) the work of Computer operator III involves at least one of the following:

- a. Deviates from standard procedures to avoid the loss of information or to conserve computer time even though the procedures applied materially alter the computer unit's production plans.
- b. Tests new programs, applications, and procedures.
- c. Advises programmers and subject-matter experts on setup techniques.

- d. Assists in (1) maintaining, modifying, and developing operating systems or programs; (2) developing operating instructions and techniques to cover problem situations; and/or (3) switching to emergency backup procedures (such assistance requires a working knowledge of program language, computer features, and software systems).

An operator at this level typically guides lower level operators.

PERIPHERAL EQUIPMENT OPERATOR

Operates peripheral equipment which directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, card read/punches, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a peripheral equipment operator:

- a. Loading printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy.
- b. Labeling tape reels, disks, or card decks.
- c. Checking labels and mounting and dismounting designated tape reels or disks on specified units or drives.
- d. Setting controls which regulate operation of the equipment.
- e. Observing panel lights for warnings and error indications and taking appropriate action.
- f. Examining tapes, cards, or other material for creases, tears, or other defects which could cause processing problems.

COMPUTER DATA LIBRARIAN

Maintains library of media (tapes, disks, cards, cassettes) used for automatic data processing applications. The following or similar duties characterize the work of a computer data librarian: Classifying, cataloging, and storing media in accordance with a standardized system; upon proper requests, releasing media for processing; maintaining records of releases and returns; inspecting returned media for damage or excessive wear to determine whether or not they need replacing. May perform minor repairs to damaged tapes.

DRAFTER

Performs drafting work requiring knowledge and skill in drafting methods, procedures, and techniques. Prepares drawings of structures, mechanical and electrical equipment, piping and duct systems and other similar equipment, systems, and

assemblies. Uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings. Drawings are used to communicate engineering ideas, designs, and information in support of engineering functions.

The following are excluded when they constitute the primary purposes of the job:

- a. Design work requiring the technical knowledge, skill, and ability to conceive or originate designs;
- b. Illustrating work requiring artistic ability;
- c. Work involving the preparation of charts, diagrams, room arrangements, floor plans, etc.;
- d. Cartographic work involving the preparation of maps or plats and related materials, and drawings of geological structures; and
- e. Supervisory work involving the management of a drafting program or the supervision of drafters.

Positions are classified into levels on the basis of the following definitions.

Drafter I

Working under close supervision, traces or copies finished drawings, making clearly indicated revisions. Uses appropriate templates to draw curved lines. Assignments are designed to develop increasing skill in various drafting techniques. Work is spot-checked during progress and reviewed upon completion.

NOTE: Exclude drafters performing elementary tasks while receiving training in the most basic drafting methods.

Drafter II

Prepares drawings of simple, easily visualized parts of equipment from sketches or marked-up prints. Selects appropriate templates and other equipment needed to complete assignments. Drawings fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy.

Drafter III

Prepares various drawings of parts and assemblies, including sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting techniques and a working knowledge of the terms and procedures of the industry. Familiar or recurring work is assigned in general; unfamiliar assignments include information on methods, procedures, sources of information, and precedents to be followed. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results; more complex revisions are produced from sketches which clearly depict the desired product.

Drafter IV

Prepares complete sets of complex drawings which include multiple views, detail drawings, and assembly drawings. Drawings include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to compute weights, load capacities, dimensions, quantities of materials, etc. Working from sketches and verbal information supplied by an engineer or designer, determines the most appropriate views, detail

drawings, and supplementary information needed to complete assignments. Selects required information from precedents, manufacturers' catalogs, and technical guides. Independently resolves most of the problems encountered. Supervisor or designer may suggest methods of approach or provide advice on unusually difficult problems.

NOTE: Exclude drafters performing work of similar difficulty to that described at this level but who provide support for a variety of organizations which have widely differing functions or requirements.

Drafter V

Works closely with design originators, preparing drawings of unusual, complex or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawings produced. Exercises independent judgment in selecting and interpreting data based on a knowledge of the design intent. Although working primarily as a drafter, may occasionally perform engineering design work in interpreting general designs prepared by others or in completing missing design details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

TECHNICIAN

This classification includes various positions described as Electronics Technician, Instrument Technician, Mechanical Technician, Instrumentation Technician, Photo Lab Maintenance Technician, and Photo Optical Technician among others. Works on various types of electronic, optical, mechanical, instrumentation, motion picture and film processing, photo optical, and calibration equipment and related devices by performing on or a combination of the following: Installing, fabricating, maintaining, repairing, overhauling, troubleshooting, modifying, constructing, and operating work requires practical application of technical knowledge of related principles, ability to determine malfunctions and to resolve problems, and skills to maintain equipment in required operating condition.

Positions are classified into levels on the basis of the following definitions.

Computer System Analyst II

Works independently or under only general direction on problems that are relatively uncomplicated to analyze, plan, program, and operate. Problems are of limited complexity because sources of input data are homogeneous and the output data are closely related. (For example, develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, or maintaining inventory accounts in a manufacturing or wholesale establishment.) Confers with personnel concerned to determine the data processing problems and advises subject-matter personnel on the implications of the data processing systems to be applied. OR

Works on a segment of a complex data processing scheme or system, as described for level III. Works independently on routine assignments and receives instruction and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to insure proper alignment with the overall system.

Computer Systems Analyst III

Works independently or under only general direction on complex problems involving all phases of systems analysis. Problems are complex because of diverse sources of input data and multiple-use requirements of output data. (For example, develops an integrated production scheduling, inventory control, cost analysis, and sales analysis record in which every item of each type is automatically processed through the full system of records and appropriate follow-up actions are initiated by the computer.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of new or revised systems of data processing operations. Makes recommendations, if needed, for approval of major systems installations or changes and for obtaining equipment.

May provide functional direction to lower level systems analysts who are assigned to assist.

COMPUTER PROGRAMMER

Converts statements of business problems, typically prepared by a systems analyst, into a sequence of detailed instructions which are required to solve the problems by automatic data processing equipment. Working from charts or diagrams, the programmer develops the precise instructions which, when entered into the computer system in coded language, cause the manipulation of data to achieve desired results. Work involves most of the following: Applies knowledge of computer capabilities, mathematics, logic employed by computers, and particular subject matter involved to analyze charts and diagrams of the problem to be programmed; develops sequence of program steps; writes detailed flow charts to show order in which data will be processed; converts these charts to coded instructions for machine to follow; tests and corrects programs; prepares instructions for operating personnel during production run; analyzes, reviews, and alters programs to increase operating efficiency or adapt to new requirements; maintains records of program development and revisions. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

For wage study purposes, programmers are classified as follows:

Computer Programmer I

Makes practical applications of programming practices and concepts usually learned in formal training courses. Assignments are designed to develop competence in the application of standard procedures to routine problems. Receives close supervision on new aspects of assignments; and work is reviewed to verify its accuracy and conformance with required procedures.

Computer Programmer II

Works independently or under only general direction on relatively simple programs, or on simple segments of complex programs. Programs (or segments) usually process information to produce data in two or three varied sequences or formats. Reports and listings are produced by refining, adapting, arraying, or making minor additions to or deletions from input data which are readily available. While numerous records may be processed, the data have been refined in prior actions so that the accuracy and sequencing of data can be tested by using a few routine checks. Typically, the program deals with routine recordkeeping operations. OR

Works on complex programs (as described for level III) under close direction of a higher level programmer or supervisor. May assist higher level programmer by independently performing less difficult tasks assigned, and performing more difficult tasks under fairly close direction.

May guide or instruct lower level programmers.

Computer Programmer III

Works independently or under only general direction on complex problems which require competence in all phases of programming concepts and practices. Working from diagrams and charts which identify the nature of desired results, major processing steps to be accomplished, and the relationships between various steps of the problem solving routine; plans the full range of programming actions needed to efficiently utilize the computer system in achieving desired end products.

At this level, programming is difficult because computer equipment must be organized to produce several interrelated but diverse products from numerous and diverse data elements. A wide variety and extensive number of internal processing actions must occur. This requires such actions as development of common operations which can be reused, establishment of linkage points between operations, adjustments to data when program requirements exceed computer storage capacity, and substantial manipulation and resequencing of data elements to form a highly integrated program.

May provide functional direction to lower level programmers who are assigned to assist.

COMPUTER OPERATOR

In accordance with operating instructions, monitors and operates the control console of a digital computer to process data. Executes run by either serial processing (processes one program at a time) or multiprocessing (processes two or more programs simultaneously). The following duties characterize the work of a computer operator:

- Studies operating instructions to determine equipment setup needed.
- Loads equipment with required items (tapes, cards, disks, paper, etc.).
- Switches necessary auxiliary equipment into system.
- Starts and operates computer.

Class III. Applies advanced knowledge to solve unusually complex problems (i.e., those that typically cannot be solved solely by reference to manufacturers' manuals or similar documents) in working on various equipment.

Work may be reviewed by supervisor (frequently an engineer or designer) for general compliance with accepted practices. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class II. Applies comprehensive technical knowledge to solve complex problems (i.e., those that typically can be solved solely by properly interpreting manufacturers' manuals or similar documents) in working on various equipment.

Receives technical guidance, as required, from supervisor or higher level technician and work is reviewed for specific compliance with accepted practices and work assignments. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class I: Applies working technical knowledge to perform simple or routine tasks in working on various equipment, following detailed instructions which cover virtually all procedures. This knowledge may be acquired through

assignments designed to increase competence (including class-room training) so that worker can advance to higher level technician.

Receives technical guidance, as required from supervisor or higher level technician. Work is typically spot checked, but is given detailed review when new or advanced assignments are involved. (Assignments may include operational duties.)

REGISTERED INDUSTRIAL NURSE

A registered nurse gives nursing service under general medical direction to ill or injured employees or other persons who become ill or suffer an accident on the premises of a factory or other establishment. Duties involve a combination of the following: Giving first aid to the ill or injured; attending to subsequent dressing of employees' injuries; keeping records of patients treated; preparing accident reports for compensation or other purposes; assisting in physical examinations and health evaluations of applicants and employees; and planning and carrying out programs involving health education, accident prevention, evaluation of plant environment, or other activities affecting the health, welfare, and safety of all personnel. Nursing supervisors or head nurses in establishments employing more than one nurse are excluded.

TYPIST-FILE CLERK

Expertise shall include experience in general office activities such as typing, filing, and answering telephones. Experience within the data processing environment and familiarity with technical terminology and practices, e.g., preparation of system documentation, is highly desirable. Their function shall be to provide the necessary secretarial and clerical support as required.

Duties may include use of a typewriter to make copies of various materials or to make out bills after calculations have been made by another person. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Duties may also include filing, classifying, and retrieving materials in an established filing system. May perform clerical and manual tasks required to maintain files.

TECHNICAL ILLUSTRATOR

Prepares illustrations/drawings requiring use of the common art media to depict electronic, electrical, mechanical, or other technical equipment. Produces such products as: functional drawings, schematic diagrams, logic diagrams, exploded views, assembly and component drawings, perspective and isometric drawings.

Projects involve preliminary and final drawings, usually from rough sketches or notes provided by subject matter specialists. Work requires proficiency in the use of several of the common art media such as oil, water color, or pen and ink; but does not require extensive knowledge of the subject matter. Lays out proposed illustrations in conformity with established style and format which does not present complex problems in terms of perspective, angle of view or artistic effect. Works under higher grade illustrator or supervisor who provides guidance in the use of media to be used. Incumbent is relied on to work out the details and produce an artistic illustration that fulfills the objective of the specification or requirement.

Librarian

Maintains library collections of books, serial publications, documents, audiovisual, and other materials, and assists groups and individuals in locating and obtaining materials: Furnishes information on library activities, facilities, rules, and services. Explains and assists in use of reference sources, such as card or book catalog or book and periodical indexes to locate information. Describes or demonstrates procedures for searching catalog files. Searches catalog files and shelves to locate information. Issues and receives materials for circulation or for use in library. Assembles and arranges displays or books and other library materials. Maintains reference and circulation materials. Answers correspondence on special reference subjects. May compile list of library materials according to subject or interests. May select, order, catalog, and classify materials.

Library worker

Provides information service, such as answering questions regarding card catalogs, and assists in use of bibliographic tools, such as Library of Congress catalog: Performs routine descriptive cataloging, such as fiction, etc. Files cards in catalog drawers according to system used. Answers routine inquiries, and refers persons requiring professional assistance to librarian. Verifies bibliographic information on order requests. Works in maintenance of stacks or in section of department or division, such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department.

RESUME FORMAT

NAME:

DATE:

COMPANY POSITION/TITLE:

PROPOSED POSITION:

DATE AVAILABLE:

AREA OF ACTIVITY:

START DATE OF DATA PROCESSING EXPERIENCE:

NUMBER OF YEARS ADP EXPERIENCE:

EDUCATION:

COLLEGE; DATES ATTENDED; DEGREE OR SEMESTER HOURS COMPLETED
MAJOR SUBJECTS

RELATED TRAINING:

(INCLUDE RELEVANT INFORMATION FOR TRAINING RECEIVED RELATIN
DIRECTLY TO THE PROPOSED POSITION.)

EXPERIENCE SUMMARY:

(A ONE PARAGRAPH SUMMARY OF THE INDIVIDUAL'S OVERALL
EXPERIENCE AND CAPABILITIES.)

CURRENT ASSIGNMENT:

CLIENT; DESCRIPTION OF ASSIGNMENT; ASSIGNMENT START DATE;
PERIOD OF COMMITMENT; REFERENCE
(A DESCRIPTION OF THE PROPOSED STAFF MEMBER'S
CURRENT ASSIGNMENT, INCLUDING A NAME AND PHONE
NUMBER OF THE CLIENT THAT MAY BE USED FOR
REFERENCE CHECKING.)

PREVIOUS EXPERIENCE: (IN REVERSE CHRONOLOGICAL ORDER)

COMPANY OR CLIENT; ASSIGNMENT DATES; POSITION/TITLE;
REFERENCE; DESCRIPTION OF WORK PERFORMED.)

STATEMENT OF AVAILABILITY: (CURRENT EMPLOYEE OR TO BE PLACED
ON RETAINER; PERCENTAGE OF TIME TO BE DEVOTED TO
THIS CONTRACT.)

In general, it is estimated that the following types of personnel will be required to support this effort:

Category	Minimum Qualifications
Project Manager	College degree or equivalent plus approximately <u>10 years or more progressive experience in data processing.</u> Experience should include performance of requirements studies, systems analysis, systems design, programming, testing and system installation plus <u>at least two years recent experience in managing projects involving requirements studies.</u> Must have detailed knowledge of project management responsibilities.
Systems Analyst	College degree or equivalent plus approximately six years or more progressive experience in data processing. Experience should include performance of requirements studies, systems analysis, systems design, programming, testing and system installation with at least two years recent experience performing requirements studies. Must have detailed knowledge of data base management systems and design techniques for on-line, interactive applications. In addition, should have recent experience with micro computer application.
Technical Writer	College degree or equivalent plus approximately two years or more experience in data processing technical writing. Experience should include collection and formatting of information into the full range of alternatives for a requirements study report. Must have detailed knowledge of FIPS documentation standards.

It is also expected that additional categories of personnel may be needed in order to satisfy the requirements of this Statement of Work. These may include, but are not limited to, such categories as telecommunications specialist and project management specialist.

NOTE: For the purpose of evaluation, three years of experience will be considered equivalent to a four year college degree.

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.

FORM APPROVED
OMB NO.
3090-0118

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 OFFICIAL'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

A. NEW CONTRACT

D. LETTER CONTRACT

B. CHANGE ORDER

E. UNPRICED ORDER

C. PRICE REVISION/
REDETERMINATION

F. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

☐ FFP

☐ CPFF

☐ CPIF

☐ CPAF

☐ FPI

☐ OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST

B. PROFIT/FEE

C. TOTAL

\$

\$

\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

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

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

☐ YES

☐ NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

☐ YES

☐ NO

11B. TYPE OF FINANCING (If one)

☐ ADVANCE PAYMENTS

☐ PROGRESS PAYMENTS

☐ GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

☐ YES

☐ NO

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

☐ YES

☐ NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-375 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

☐ YES

☐ NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

☐ YES

☐ NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES

☐ NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

☐ YES

☐ NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

NSN 7540-01-142-9845

1413-103

STANDARD FORM 1411 (10-83)
Prescribed by GSA
FAR (48 CFR) 33.215-2(c)

INSTRUCTION FOR THE STANDARD FORM 1411
(FAR Reference 15.804-6)

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	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

(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.

BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS

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

Number of Copies. An original and four copies should be mailed to the NRC office identified below.

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

Form. Claims shall be submitted on the Form DC-3 "Voucher for Purchases and Services-Other Than Personal." These forms are available from the Contracting Officer. (The instructions for preparation and itemization of the voucher are shown on the form.)

Billing of Costs After Expiration of Contract. If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited.

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

Supersession. These instructions supersede all previous billing instructions.

Class III. Applies advanced knowledge to solve unusually complex problems (i.e., those that typically cannot be solved solely by reference to manufacturers' manuals or similar documents) in working on various equipment.

Work may be reviewed by supervisor (frequently an engineer or designer) for general compliance with accepted practices. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class II. Applies comprehensive technical knowledge to solve complex problems (i.e., those that typically can be solved solely by properly interpreting manufacturers' manuals or similar documents) in working on various equipment.

Receives technical guidance, as required, from supervisor or higher level technician and work is reviewed for specific compliance with accepted practices and work assignments. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class I: Applies working technical knowledge to perform simple or routine tasks in working on various equipment, following detailed instructions which cover virtually all procedures. This knowledge may be acquired through

assignments designed to increase competence (including class-room training) so that worker can advance to higher level technician.

Receives technical guidance, as required from supervisor or higher level technician. Work is typically spot checked, but is given detailed review when new or advanced assignments are involved. (Assignments may include operational duties.)

REGISTERED INDUSTRIAL NURSE

A registered nurse gives nursing service under general medical direction to ill or injured employees or other persons who become ill or suffer an accident on the premises of a factory or other establishment. Duties involve a combination of the following: Giving first aid to the ill or injured; attending to subsequent dressing of employees' injuries; keeping records of patients treated; preparing accident reports for compensation or other purposes; assisting in physical examinations and health evaluations of applicants and employees; and planning and carrying out programs involving health education, accident prevention, evaluation of plant environment, or other activities affecting the health, welfare, and safety of all personnel. Nursing supervisors or head nurses in establishments employing more than one nurse are excluded.

TYPIST-FILE CLERK

Expertise shall include experience in general office activities such as typing, filing, and answering telephones. Experience within the data processing environment and familiarity with technical terminology and practices, e.g., preparation of system documentation, is highly desirable. Their function shall be to provide the necessary secretarial and clerical support as required.

Duties may include use of a typewriter to make copies of various materials or to make out bills after calculations have been made by another person. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Duties may also include filing, classifying, and retrieving materials in an established filing system. May perform clerical and manual tasks required to maintain files.

TECHNICAL ILLUSTRATOR

Prepares illustrations/drawings requiring use of the common art media to depict electronic, electrical, mechanical, or other technical equipment. Produces such products as: functional drawings, schematic diagrams, logic diagrams, exploded views, assembly and component drawings, perspective and isometric drawings.

Projects involve preliminary and final drawings, usually from rough sketches or notes provided by subject matter specialists. Work requires proficiency in the use of several of the common art media such as oil, water color, or pen and ink; but does not require extensive knowledge of the subject matter. Lays out proposed illustrations in conformity with established style and format which does not present complex problems in terms of perspective, angle of view or artistic effect. Works under higher grade illustrator or supervisor who provides guidance in the use of media to be used. Incumbent is relied on to work out the details and produce an artistic illustration that fulfills the objective of the specification or requirement.

Librarian

Maintains library collections of books, serial publications, documents, audiovisual, and other materials, and assists groups and individuals in locating and obtaining materials: Furnishes information on library activities, facilities, rules, and services. Explains and assists in use of reference sources, such as card or book catalog or book and periodical indexes to locate information. Describes or demonstrates procedures for searching catalog files. Searches catalog files and shelves to locate information. Issues and receives materials for circulation or for use in library. Assembles and arranges displays or books and other library materials. Maintains reference and circulation materials. Answers correspondence on special reference subjects. May compile list of library materials according to subject or interests. May select, order, catalog, and classify materials.

Library worker

Provides information service, such as answering questions regarding card catalogs, and assists in use of bibliographic tools, such as Library of Congress catalog: Performs routine descriptive cataloging, such as fiction, etc. Files cards in catalog drawers according to system used. Answers routine inquiries, and refers persons requiring professional assistance to librarian. Verifies bibliographic information on order requests. Works in maintenance of stacks or in section of department or division, such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department.

RESUME FORMAT

NAME:

DATE:

COMPANY POSITION/TITLE:

DATE AVAILABLE:

PROPOSED POSITION:

AREA OF ACTIVITY:

START DATE OF DATA PROCESSING EXPERIENCE:

NUMBER OF YEARS ADP EXPERIENCE:

EDUCATION: COLLEGE; DATES ATTENDED; DEGREE OR SEMESTER HOURS COMPLETED
MAJOR SUBJECTS

RELATED TRAINING:
(INCLUDE RELEVANT INFORMATION FOR TRAINING RECEIVED RELATIN
DIRECTLY TO THE PROPOSED POSITION.)

EXPERIENCE SUMMARY:
(A ONE PARAGRAPH SUMMARY OF THE INDIVIDUAL'S OVERALL
EXPERIENCE AND CAPABILITIES.)

CURRENT ASSIGNMENT:
CLIENT; DESCRIPTION OF ASSIGNMENT; ASSIGNMENT START DATE;
PERIOD OF COMMITMENT; REFERENCE
(A DESCRIPTION OF THE PROPOSED STAFF MEMBER'S
CURRENT ASSIGNMENT, INCLUDING A NAME AND PHONE
NUMBER OF THE CLIENT THAT MAY BE USED FOR
REFERENCE CHECKING.)

PREVIOUS EXPERIENCE: (IN REVERSE CHRONOLOGICAL ORDER)
COMPANY OR CLIENT; ASSIGNMENT DATES; POSITION/TITLE;
REFERENCE; DESCRIPTION OF WORK PERFORMED.)

STATEMENT OF AVAILABILITY: (CURRENT EMPLOYEE OR TO BE PLACED
ON RETAINER; PERCENTAGE OF TIME TO BE DEVOTED TO
THIS CONTRACT.)

In general, it is estimated that the following types of personnel will be required to support this effort:

Category	Minimum Qualifications
Project Manager	College degree or equivalent plus approximately <u>10 years or more progressive experience in data processing.</u> Experience should include performance of requirements studies, systems analysis, systems design, programming, testing and system installation plus <u>at least two years recent experience in managing projects involving requirements studies.</u> Must have detailed knowledge of project management responsibilities.
Systems Analyst	College degree or equivalent plus approximately six years or more progressive experience in data processing. Experience should include performance of requirements studies, systems analysis, systems design, programming, testing and system installation with at least two years recent experience performing requirements studies. Must have detailed knowledge of data base management systems and design techniques for on-line, interactive applications. In addition, should have recent experience with micro computer application.
Technical Writer	College degree or equivalent plus approximately two years or more experience in data processing technical writing. Experience should include collection and formatting of information into the full range of alternatives for a requirements study report. Must have detailed knowledge of FIPS documentation standards.

It is also expected that additional categories of personnel may be needed in order to satisfy the requirements of this Statement of Work. These may include, but are not limited to, such categories as telecommunications specialist and project management specialist.

NOTE: For the purpose of evaluation, three years of experience will be considered equivalent to a four year college degree.

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)			
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)		A. NEW CONTRACT D. LETTER CONTRACT B. CHANGE ORDER E. UNPRICED ORDER C. PRICE REVISION/ REDETERMINATION F. OTHER (Specify)	
5. TYPE OF CONTRACT (Check)		6. PROPOSED COST (A+B+C)	
		A. COST B. PROFIT/FEE C. TOTAL \$ \$ \$..	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE			
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this record is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)			
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE
			E. REF.
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)			
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE	
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
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))		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-375 as amended and FAR PART 30)			
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)		B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify on proposal the office to which submitted and if determined to be adequate)	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES ON APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO	
This proposal is submitted in response to the 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	

NSN 7540-01-142-9845
3433-103
STANDARD FORM 1417 (10-93)
Prescribed by GSA
FAR (48 CFR) 53.215-2(c)

INSTRUCTION FOR THE STANDARD FORM 1411
(FAR Reference 15.804-6)

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:

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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	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

(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.

INSTRUCTIONS FOR PREPARING COST
INFORMATION FOR NRC CONTRACTS

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

Payor's Name and Address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555.

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

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

- (a) Contract Number - Insert the NRC contract number.
- (b) Title of Project - List the full title of the project being performed under this contract.
- (c) Voucher Number - Insert the appropriate serial number of the voucher beginning with 001 for this contract. Contractors may also include individual internal accounting numbers in addition to the three digit number.
- (d) Date of Voucher - Insert the date the voucher is prepared.
- (e) Contract Amount - Insert the total estimated cost of the contract, exclusive of fixed-fee.
- (f) Fixed Fee - Insert total fixed-fee (where applicable).
- (g) Billing Period - Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(h) Direct Costs - Insert the major cost elements.

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

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Name</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Fringe Benefits - This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor should not be identified here.

(3) Capitalized Nonexpendable Equipment - For educational institutions list each item costing \$500 or more, and having a life expectancy of more than one year. For contractors other than educational institutions list each item costing \$200 or more, and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the property schedule of the contract; (2) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (3) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.

(4) Materials, Supplies, and Noncapitalized Equipment - These are consumable materials and 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 Contracting Officer.)

(6) Consultants' 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. Travel costs billed will provide for individual Per Diem, and all supporting information for each trip taken.

All costs associated with each trip must be shown in the following format: (Unless the organization's travel policy has been negotiated and approved by NRC)

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Cost</u>
<u>From</u> <u>To</u>		<u>From</u> <u>To</u>		
				1. Airfare _____
				2. Rental Car _____
				3. Local Travel _____
				4. Per Diem _____ Days @ _____ = \$ _____
				5. Meals: *
				<u>Date</u> <u>Breakfast</u> <u>Lunch</u> <u>Dinner</u>

				* If not included in Per Diem.
				6. Tips, Misc. _____ (Itemize if more than \$10.00)

(8) Subcontracts - Include all costs paid to approved subcontractors during billing period. This includes the details of the subcontract terms (i.e., cost-plus-fixed-fee, direct labor, indirect costs, travel, profit, etc.)

(9) Other - List all other direct costs by cost elements and dollar amount separately.

- (i) Indirect Costs--Overhead - Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (j) Fixed-Fee - If the contract provides for a fixed-fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Contractor may bill for fixed fee only up to 85% of total fee.
- (k) Amount Billed for Current Period - Insert the amount billed for the major cost elements, adjustment, and adjusted amounts for the period.
- (l) Cumulative Amount from Inception to Date of this Billing - Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (m) Total Amounts Claimed - Insert the total amounts claimed for the current and cumulative periods.
- (n) Adjustments - This includes amounts conceded by the contractor, outstanding suspensions, and disapprovals subject to appeal.
- (o) Grand Totals

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

SAMPLE VOUCHER

Payor's Name and Address

The U. S. Nuclear Regulatory Commission
Division of Accounting, CON
Attention: GOV/Com Accts Section
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-10-81-624

(b) Title of Project "Study of Nuclear Waste Concepts"

(c) Voucher Number 003

(d) Date Voucher Prepared 10/18/82

(e) Total Estimated Cost of Contract
\$350,000.00

(f) Total Fixed-Fee
\$17,500.00

(g) This voucher represents reimburseable costs from 3/1/82 thru 3/30/82

Amount Billed

	(k) Current Period	(l) Inception to Date
(h) Direct Costs		
(1) Direct Labor *	\$2,400	\$6,800
(2) Fringe Benefits @16.5% (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 *		
(8) Subcontract *	200	200
(9) Other Costs *	3,000	9,000
Total Direct Costs	\$13,600	\$29,650
(i) INDIRECT COSTS		
A) Overhead 100% of Total Direct Costs (Indicate Base)	\$13,600	\$29,650
Subtotal	\$27,200	\$59,300
B) General & Administrative Expense 12% of Cost Elements Nos. 1-9. A	3,264	6,450
Total Costs	\$30,464	\$65,750
(j) FIXED-FEE EARNED (Formula)	1,523	3,400
(m) Total Amounts Claimed	\$31,987	\$69,150
(n) Adjustments		
Outstanding Suspensions *	1,700	1,700
(o) Grand Totals	\$30,287	\$67,450

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

SAMPLE

SUPPORTING INFORMATION

1) Direct Labor - \$2400

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

3) Capitalized Nonexpendable Equipment

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

4) Materials, Supplies & Noncapitalized Equipment

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

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Costs</u>
<u>From</u> <u>To</u>		<u>From</u> <u>To</u>		
3/1/82 3/6/82	William King	Chicago, Wash., IL DC	Meeting with Project Officer	1) Airfare <u>\$80.00</u> 2) Rental Car <u>\$15.00</u> 4) Per Diem - 2 Days @ \$50.00 = <u>\$100.00</u> 6) Tips, Misc. <u>\$5.00</u> TOTAL: <u>\$200</u>

8) Subcontracts

XYZ CORP. (CPFF)

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

(j) Fixed-Fee (Formula)

(5%)

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

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

(n) Adjustments

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

SECURITY/CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. REASON FOR REQUIREMENT	CONTRACT NUMBER OR OTHER IDENTIFYING NUMBER <small>(Prime contract number must be shown for all subcontracts)</small>	PROJECTED COMPLETION DATE	2. THIS SUBMISSION IS: <small>(See note below)</small>	EFFECTIVE DATE
a. INVITATION FOR BID, REQUEST FOR PROPOSAL OR REQUEST FOR QUOTE	RFPA ORM-84-397	9/15/84	<input checked="" type="checkbox"/> a. ORIGINAL	
b. PRIME CONTRACT			<input type="checkbox"/> b. REVISED <small>(Supersedes all previous subm. 32-075)</small>	
c. SUBCONTRACT				
d. OTHER <small>(Specify)</small>			c. OTHER <small>(Specify)</small>	

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND DATE COMPLETED. ☐ DOES NOT APPLY

CONTRACT NUMBER NRC 33-83-452	DATE COMPLETED
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4a. NAME OF PRIME CONTRACTOR, OFFEROR, OTHER <small>(Specify)</small>			b. NAME OF RESPONSIBLE SECURITY OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
5a. NAME OF SUBCONTRACTOR <small>(Specify)</small>			b. NAME OF RESPONSIBLE SECURITY OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE

6. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

OIP Requirement Study

7. PERFORMANCE WILL REQUIRE	YES	NO	TS	S	C	NSI	RD
a. ACCESS TO NRC FACILITIES ONLY	<input checked="" type="checkbox"/>						
b. ACCESS TO CLASSIFIED MATTER OR OTHER CLASSIFIED INFORMATION		<input checked="" type="checkbox"/>					
c. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED DOCUMENTS		<input checked="" type="checkbox"/>					
d. GENERATION OF CLASSIFIED DOCUMENTS		<input checked="" type="checkbox"/>					
e. ACCESS TO CLASSIFIED COMSEC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION		<input checked="" type="checkbox"/>					
f. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY		<input checked="" type="checkbox"/>					
g. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM	<input checked="" type="checkbox"/>						
h. ACCESS TO NRC HEADQUARTERS, POSSESSION OF NRC PHOTO IDENTIFICATION OR CARD-KEY BADGES	<input checked="" type="checkbox"/>						
i. OTHER <small>(Specify)</small>							

8. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

Janice Vargo
NAME (Signature)
Janice Vargo

m J Mattia
CONTRACTING OFFICER (Signature)

9. SECURITY CLASSIFICATION REQUIREMENTS

- a. GUIDANCE FURNISHED IN WRITING BY AUTHORIZED CLASSIFIER AND ATTACHED OR AS STATED IN 9c BELOW.
- b. GUIDANCE FURNISHED IN WRITING BY DIVISION OF SECURITY AND ATTACHED OR AS STATED IN 9c BELOW.
- c. NATURE OF CLASSIFICATION GUIDANCE
(Indicate in space below)

Contractor will submit to the NRC Division of Security, for approval, their Physical and ADP Security Plan for the protection of sensitive unclassified information in accordance with NRC Bulletin 2101-23.

All contractor personnel when on NRC premises shall be escorted by an OIP representative at all times.

The contractor shall be required to follow the attached procedures (Enclosure) for personnel screening and for accessing NRC Buildings.

10. CLASSIFICATION REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY

NAME OF AND TITLE OF POSITION OF AUTHORIZED CLASSIFIER

☒ DIVISION OF SECURITY**11. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate boxes)**

<input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 12a)	PRIME CONTRACTOR (Item 4a)
<input checked="" type="checkbox"/> DIVISION OF SECURITY (Item 12b)	SUBCONTRACTOR (Item 5a)
DIVISION OF CONTRACTS (Item 12c)	RESPONSIBLE SECURITY OFFICE (Items 4b and 5b)

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 12b AND 12c BELOW.

12. THE SECURITY/CLASSIFICATION REQUIREMENTS AND ATTACHMENTS REFERENCED HEREIN HAVE BEEN APPROVED BY THE OFFICIALS NAMED IN 12a AND b BELOW. FINAL CONTRACTING APPROVAL BY THE DIRECTOR, DIVISION OF CONTRACTS OR HIS REPRESENTATIVE IS TO BE INCLUDED IN 12c BELOW:

NAME	SIGNATURE	DATE
a. DIRECTOR, OFFICE OR DIVISION Harold S. Bassett		7/27/84
b. DIRECTOR, DIVISION OF SECURITY Raymond J. Brady		3/21/84
c. DIRECTOR, DIVISION OF CONTRACTS Edward L. Hallinan		7/12/84

REMARKS

Applicable Security Procedures

Personnel Screening Requirements:

1. NRC contractors and subcontractors (through appropriate contract provisions) shall be responsible for determining an employee's eligibility or continued eligibility for access to sensitive unclassified NRC computer systems and/or data. In instances where the individual requiring access is not an employee of a contractor or subcontractor (e.g., maintenance/vendor personnel), the contractor or subcontractor whose system and/or data will be accessed shall be responsible for the determination regarding the individual's eligibility for access. The determination as to an employee's eligibility or continued eligibility shall be based on an evaluation of the results of the personnel screening activities prescribed below. These personnel screening activities are to be conducted only to determine an individual's eligibility or continued eligibility for access to sensitive unclassified NRC computer systems and/or data. Such a determination is not to be construed as a suitability for employment determination.
 - a. For personnel who have been employed with the contractor or subcontractor for less than two years, the personnel screening requirements shall consist of a review of the individual's personnel file and the following minimum personnel screening checks to assure there is no information of a derogatory nature which might prevent the individual from being granted ADP access:
 - (1) Three personal reference checks completed either by phone or in writing;
 - (2) Verification of employment for the last two years prior to current employment;
 - (3) Verification of education (high school or beyond) within the last five years which resulted in the awarding of a degree; and
 - (4) A credit check.
 - b. For personnel who have been employed with the contractor or subcontractor for two years or more, the checks and verifications enumerated in a. above are not required if a review of the individual's personnel file reflects no information of a derogatory nature which might prevent the individual from being granted ADP access.
 - c. If the checks and verifications enumerated in a. above were conducted and completed for the purpose of determining an individual's suitability for employment within two years prior to determining the individual's eligibility for ADP access, the checks and verifications need not be conducted a second time.
 - d. Upon favorable information being received as a result of the aforementioned checks and verifications or personnel file review, the individual may be

approved for ADP access. Approval for ADP access is a determination, based on common sense and good judgement, that permitting the individual access to sensitive unclassified computer systems and data is an acceptable risk. The individual's personnel file shall be noted regarding the final determination and the basis for the determination. The information shall be made available, as required, to NRC officials conducting compliance or security reviews. Once ADP access is approved, annual reviews of the individual's personnel file shall be conducted by the employer to assure the individual's continued eligibility for such access.

- e. When unfavorable information is received which prevents the contractor or subcontractor from approving ADP access, the individual shall be advised as to the nature of the information and afforded an opportunity to refute or rebut the information that has been received. The unfavorable information, as well as the new information presented by the individual, shall be evaluated in order to make a final determination as to whether access shall be approved. The individual shall be informed of the final determination.
- f. NRC contractor and subcontractor employees who have a current NRC or other Government agency access authorization (or security clearance) may be approved for ADP access without undergoing the personnel screening activities prescribed above.
- g. If NRC contractor or subcontractor employees require routine entry into NRC facilities, the contractor or subcontractor may request that a "No Access" photo identification badge allowing entry into NRC buildings be issued for employees who have been approved for ADP access. The request shall be sent to the NRC Project Officer, together with an NRC Form 89, "Photo Badge Request," for each individual employee. If the Project Officer approves, the request shall be forwarded to SEC, who shall, if they also approve, issue the requested "No Access" photo identification badge.

Additional Security Requirements:

The contractor shall submit the necessary NRC Form 89, "Photo Badge Request," in order to obtain a red "No Access" photo identification badge for each individual which will allow entry into NRC Buildings.

The contractor personnel shall carry and visibly display NRC-approved identification badges at all times in NRC premises.

Any deviation to proposed procedures shall be submitted by the contractor in a plan in response to this solicitation.

Contractors will not be required or permitted to access receive, originate or otherwise handle classified material.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 1 of 3

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: <u>District of Columbia - Maryland - Virginia</u>	W-			
	Area: <u>AD Silver (000), Charles (017), Montgomery (021), Prince Georges (023), and St. Mary's (027) Counties</u>	W			
Wage determination number: <u>30-1294 (Rev. -13)</u>		Date: <u>3-22-76</u>			
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

1. Secretary V	11.15
2. Secretary IV	9.15
3. Secretary III	8.54
4. Secretary II	8.00
5. Secretary I	7.21
6. Stenographer II	6.75
7. Stenographer I	6.60
8. Transcribing-machine typist	6.75
9. Typist II	6.60
10. Typist I	6.03
11. File clerk III	7.02
12. File clerk II	5.25
13. File clerk I	5.03
14. Messenger	6.15
15. Switchboard operator	6.00
16. Switchboard operator-receptionist	6.75
17. Order clerk II	6.75
18. Order clerk I	6.11
19. Accounting clerk IV	8.70
20. Accounting clerk III	7.42
21. Accounting clerk II	6.77
22. Accounting clerk I	5.50
23. Payroll clerk	6.25
24. Key entry operator II	6.00
25. Key entry operator I	5.76

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 2 of 4

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: District of Columbia - Maryland - Virginia	U.S. District Court
	Area: MD: Calvert (000), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (027) Counties	
	W: 5/	
Wage determination number: 50-1294 (Rev. -13)		Date: 3-22-54

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

26. Computer programmer III 1/	11.07	27185
27. Computer programmer II 1/	11.32	27400
28. Computer programmer I 1/	10.83	26500
29. Computer operator III	9.97	26738
30. Computer operator II	8.77	17400
31. Computer operator I	8.18	
32. Peripheral equipment operator	7.35	
33. Computer data librarian	7.51	
34. Drafter V	11.33	
35. Drafter IV	9.62	
36. Drafter III	8.39	
37. Drafter II	6.57	
38. Drafter I	5.53	
39. Technician III	12.24	
40. Technician II	9.74	
41. Technician I	6.51	
42. Computer systems analyst III 1/	15.38	31996
43. Computer systems analyst II 1/	13.11	27269
44. Computer systems analyst I 1/	10.36	21549
45. Librarian	9.16	
46. Library worker	7.52	
47. Proof reader	6.51	
48. Technical illustrator	9.74	
49. Word processing specialist/operator	6.61	
50. Typist-file clerk	6.34	
51. Photocopy machine operator	6.03	
52. Cartographic technician	8.39	

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 3 of 4

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: <u>District of Columbia - Maryland - Virginia</u>	
	Area: <u>San Silver (000), Charles (017), Montgomery (001), Prince Georges (033), and St. Mary's (037) Counties</u>	
Wage determination number: <u>EC-1204 (Rev.-13)</u>		Date: <u>3-22-64</u>
Class of service employee	Minimum hourly wage	Fringe benefit payments
		Health & Welfare Vacation Holiday Other

Fringe benefits applicable to classes of service
employees engaged in contract performance:

2/ 3/ 4/

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 5.156.)

2/ \$6.22 an hour or \$12.44 a week or \$55.46 a month.

3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 5.173.)

4/ 6 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

5/ Arlington (013), Fairfax (059), Fauquier (061), Loudoun (107), and Prince William (153) Counties; and the Independent Cities of Alexandria (201), Fairfax (267), and Falls Church (217).

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 4 of 4

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

W. M. Otter

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Administrator

LOCALITY	State: District of Columbia - Maryland - Virginia	DC -			
	Area: 10: Calvert (079), Charles (017), Montgomery (031), Prince Georges (077), and St. Mary's (077) Counties 7: 5/	VA			
Wage determination number: 30-1294 (Rev.-13)		Date: 3-22-84			
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

NOTE: Any class of service employee required in the performance of the contract but not listed herein shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed herein, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations, 29 CFR Part 4).

Level of Secretary's Supervisor (LS)

LS-1

- a. Secretary to the supervisor or head of a small organizational unit (e.g., fewer than about 25 or 30 persons); or
- b. Secretary to a nonsupervisory staff specialist, professional employee, administrative officer or assistant, skilled technician or expert. (NOTE: Many companies assign stenographers, rather than secretaries as described above, to this level of supervisory or nonsupervisory worker.)

LS-2

- a. Secretary to an executive or managerial person whose responsibility is not equivalent to one of the specific level situations in the definition for LS-1, but whose organizational unit normally numbers at least several dozen employees and is usually divided into organizational segments which are offices, in turn, further subdivided. In some companies, this level includes a wide range of organizational echelons; in others, only one or two; or
- b. Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, fewer than 3,000 persons.

LS-3

- a. Secretary to the chairman of the board or president of a company that employs, in all, fewer than 100 persons; or
- b. Secretary to a corporate officer (other than chairman of the board or president) of a company that employs, in all, over 100 but fewer than 3,000 persons; or
- c. Secretary to the head (immediately below the officer level) over either a major corporate functional activity (e.g., marketing, research, operations, industrial relations, etc.) or a major geographic or organizational segment (e.g., a regional headquarters, a major division) of a company that employs, in all, over 3,000 but fewer than 25,000 employees; or
- d. Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, over 3,000 persons; or
- e. Secretary to the head of a large and important organizational segment (e.g., a middle management supervisor of an organizational segment often involving so many as several hundred persons) of a company that employs, in all, over 25,000 persons.

LS-4

- a. Secretary to the chairman of the board or president of a company that employs, in all, over 100 but fewer than 3,000 persons; or
- b. Secretary to a corporate officer (other than the chairman of the board or president) of a company that employs, in all, over 3,000 but fewer than 25,000 persons; or

- a. Secretary to the head, immediately below the corporate officer level, of a major segment or subsidiary of a company that employs, in all, over 25,000 persons.

NOTE: The term "corporate officer" used in the above LS definitions refers to those officials who have a significant corporatewide policymaking role with regard to major company activities. The title "vice president," though normally indicative of this role, does not in all cases identify such positions. Vice presidents whose primary responsibility is to act personally on individual cases or transactions (e.g., approve or deny individual loan or credit actions; administer individual trust accounts; directly supervise a clerical staff) are not considered to be "corporate officers" for purposes of applying the definition.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at LR-1 or LR-2 described below according to their level of responsibility.

LR-1

Performs varied secretarial duties including or comparable to most of the following:

- a. Answers telephones, greets personal callers, and opens incoming mail.
- b. Answers telephone requests which have standard answers. May reply to requests by sending a form letter.
- c. Reviews correspondence, memoranda, and reports prepared by others for the supervisor's signature to ensure procedural and typographical accuracy.
- d. Maintains supervisor's calendar and makes appointments as instructed.
- e. Types, takes and transcribes dictation, and files.

LR-2

Performs duties described under LR-1 and, in addition performs tasks requiring greater judgment, initiative, and knowledge of office functions including or comparable to most of the following:

- a. Screens telephone and personal callers, determining which can be handled by the supervisor's subordinates or other offices.
- b. Answers requests which require a detailed knowledge of office procedures or collection of information from files or other offices. May sign routine correspondence in own or supervisor's name.
- c. Compiles or assists in compiling periodic reports on the basis of general instructions.
- d. Schedules tentative appointments without prior clearance. Assembles necessary background material for scheduled meetings. Makes arrangements for meetings and conferences.

SECRETARY

Assigned as a personal secretary, normally to one individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor. Works fairly independently receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and understanding of the organization, programs, and procedures related to the work of the supervisor.

Exclusions: Not all positions that are titled "secretary" possess the above characteristics. Examples of positions which are excluded from the definition are as follows:

a. Positions which do not meet the "personal" secretary concept described above;

b. Stenographers not fully trained in secretarial-type duties;

c. Stenographers serving as office assistants to a group of professional, technical, or managerial persons;

d. Assistant-type positions which entail more difficult or more responsible technical, administrative, or supervisory duties which are not typical of secretarial work, e.g., Administrative Assistant, or Executive Assistant;

e. Trainees.

STENOGRAPHER

Primary duty is to take dictation using shorthand, and to transcribe the dictation. May also type from written copy. May operate from a stenographic pool. May occasionally transcribe from voice recordings. (If primary duty is transcribing from recordings, see Transcribing-machine typist.)

NOTE: This job is distinguished from that of a secretary in that a secretary normally works as the principal office assistant performing more responsible and discretionary tasks.

Stenographer I.

Takes and transcribes dictation under close supervision and detailed instructions. May maintain files, keep simple records, or perform other relatively routine clerical tasks.

Stenographer II.

Takes and transcribes dictation determining the most appropriate format. Performs stenographic duties requiring significantly greater independence and responsibility than Stenographer I. Supervisor typically provides general instructions. Work requires a thorough working knowledge of general business and office procedures and of the specific business operations, organizations, policies, procedures, files, workflow, etc. Uses this knowledge in performing stenographic duties and responsible clerical tasks such as maintaining follow-up files; assembling material for reports, memoranda, and letters; composing simple letters from general instructions; reading and routing incoming mail; answering routine questions, etc.

TRANSCRIBING-MACHINE TYPIST

Primary duty is to type copy of voice recorded dictation which does not involve varied technical or specialized vocabulary such as that used in legal briefs or reports on scientific research. May also type from written copy. May maintain files, keep simple records, or perform other relatively routine clerical tasks. (See Stenographer definition for workers involved with shorthand dictation.)

TYPIST

Uses a manual, electric, or automatic typewriter to type various materials. Included are automatic typewriters that are used only to record text and update and reproduce previously typed items from magnetic cards or tape. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Excluded from this definition is work that involves:

- Typing directly from spoken material that has been recorded on disks, cylinders, belts, tapes, or other similar media;
- The use of varitype machines, composing equipment, or automatic equipment in preparing material for printing; and
- Familiarity with specialized terminology in various keyboard commands to manipulate or edit the recorded text to accomplish revisions, or to perform tasks such as extracting and listing items from the text, or transmitting text to other terminals, or using "sort" commands to have the machine reorder material. Typically requires the use of automatic equipment which may be either computer linked or have a programmable memory so that material can be organized in regularly used formats or preformed paragraphs which can then be coded and stored for future use in letters or documents.

Typist I

Performs one or more of the following: Copy typing from rough or clear drafts; or routine typing of forms, insurance policies, etc.; or setting up simple standard tabulations; or copying more complex tables already set up and spaced properly.

Typist II

Performs one or more of the following: Typing material in final form when it involves combining material from several sources; or responsibility for correct spelling, syllabication, punctuation, etc., of technical or unusual words or foreign language material; or planning layout and typing of complicated statistical tables to maintain uniformity and balance in spacing. May type routine form letters, varying details to suit circumstances.

FILE CLERK

Files, classifies, and retrieves material in an established filing system. May perform clerical and manual tasks required to maintain files. Positions are classified into levels on the basis of the following definitions:

File Clerk I

Performs routine filing of material that has already been classified or which is easily classified in a simple serial classification system (e.g., alphabetical, chronological, or numerical). As requested, locates readily available material in files and forwards material; and may fill out withdrawal charge. May perform simple clerical and manual tasks required to maintain and service files.

File Clerk II

Sorts, codes, and files unclassified material by simple (subject matter) headings or partly classified material by finer subheadings. Prepares simple related index and cross-reference aids. As requested, locates clearly identified material in files and forwards material. May perform related clerical tasks required to maintain and service files.

File Clerk III

Classifies and indexes file material such as correspondence, reports, technical documents, etc., in an established filing system containing a number of varied subject matter files. May also file this material. May keep records of various types in conjunction with the files. May lead a small group of lower level file clerks.

MESSENGER

Performs various routine duties such as making errands, operating minor office machines such as sealers or mailers, opening and distributing mail, and other minor clerical work. Exclude positions that require operation of a motor vehicle as a significant duty.

SWITCHBOARD OPERATOR

Operates a telephone switchboard or console used with a private branch exchange (PBX) system to relay incoming, outgoing, and intrasystem calls. May provide information to callers, record and transmit messages, keep record of calls placed and toll charges. Besides operating a telephone switchboard or console, may also type or perform routine clerical work (typing or routine clerical work may occupy the major portion of the worker's time, and is usually performed while at the switchboard or console). Chief or lead operators in establishments employing more than one operator are excluded. For an operator who also acts as a receptionist, see Switchboard operator-receptionist.

SWITCHBOARD OPERATOR-RECEPTIONIST

At a single-position telephone switchboard or console, acts both as an operator—see Switchboard operator—and as a receptionist. Receptionist's work involves such duties as greeting visitors; determining nature of visitor's business and providing appropriate information; referring visitor to appropriate person in the organization or contacting that person by telephone and arranging an appointment; keeping a log of visitors.

ORDER CLERK

Receives written or verbal customers' purchase orders for material or merchandise from customers or sales people. Work typically involves some combination of the following duties: Quoting prices; determining availability of ordered items and suggesting substitutes when necessary; advising expected delivery date and method of delivery; recording order and customer information on order sheets; checking order sheets for accuracy and adequacy of information recorded; ascertaining credit rating of customer; furnishing customer with acknowledgment of receipt of order; following up to see that order is delivered by the specified date or to let customer know of a delay in delivery; maintaining order file; checking shipping invoice against original order.

Exclude workers paid on a commission basis or whose duties include any of the following:
Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

Positions are classified into levels according to the following definitions:

Order Clerk I

Handles orders involving items which have readily identified uses and applications. May refer to a catalog, manufacturer's manual, or similar document to insure that proper item is supplied or to verify price of ordered item.

Order Clerk II

Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs, or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations.

ACCOUNTING CLERK

Performs one or more accounting tasks such as posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; preparing journal vouchers; or making entries or adjustments to accounts.

Levels I and II require a basic knowledge of routine clerical methods and office practices and procedures as they relate to the clerical processing and recording of transactions and accounting information. Levels III and IV require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system, where there are few variations in the types of transactions handled. In addition, some jobs at each level may require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

Accounting Clerk I

Performs very simple and routine accounting clerical operations, for example, recognizing and comparing easily identified numbers and codes on similar and repetitive accounting documents, verifying mathematical accuracy, and identifying discrepancies and bringing them to the supervisor's attention. Supervisor gives clear and detailed instructions for specific assignments. Employee refers to supervisor all matters not covered by instructions. Work is closely controlled and reviewed in detail for accuracy, adequacy, and adherence to instructions.

Accounting Clerk II

Performs one or more routine accounting clerical operations, such as: Examining, verifying, and correcting accounting transactions to ensure completeness and accuracy of data and proper identification of accounts, and checking that expenditures will not exceed obligations in specified accounts; totaling, balancing, and reconciling collection vouchers; posting data to transaction sheets where employee identifies proper accounts

and items to be posted; and coding documents in accordance with a chart (listing) of accounts. Employee follows specific and detailed accounting procedures. Completed work is reviewed for accuracy and compliance with procedures.

Accounting Clerk III

Uses a knowledge of double entry bookkeeping in performing one or more of the following: Posts actions to journals, identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; reviews computer printouts against manually maintained journals, detecting and correcting erroneous postings, and preparing documents to adjust accounting classifications and other data; or reviews lists of transactions rejected by an automated system, determining reasons for rejections, and preparing necessary correcting material. On routine assignments, employee selects and applies established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used are reviewed for technical accuracy.

Accounting Clerk IV

Maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: Reviews invoices and statements (verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit, determining accounts involved, coding transactions, and processing material through data processing for application in the accounting system); and/or analyzes and reconciles computer printouts with operating unit reports (contacting units and researching causes of discrepancies, and taking action to ensure that accounts balance). Employee resolves problems in recurring assignments in accordance with previous training and experience. Supervisor provides suggestions for handling unusual or nonrecurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting system.

NOTE: Excluded from level IV are positions responsible for maintaining either a general ledger or a general ledger in combination with subsidiary accounts.

PAYROLL CLERK

Performs the clerical tasks necessary to process payrolls and to maintain payroll records. Work involves most of the following: Processing workers' time or production records; adjusting workers' records for changes in wage rates, supplementary benefits, or tax deductions; editing payroll listings against source records; tracing and correcting errors in listings; and assisting in preparation of periodic summary payroll reports. In a nonautomated payroll system, computes wages. Work may require a practical knowledge of governmental regulations, company payroll policy, or the computer system for processing payrolls.

KEY ENTRY OPERATOR

Operates keyboard-controlled data entry device such as keypunch machine or key-operated magnetic tape or disk encoder to transcribe data into a form suitable for

computer processing. Work requires skill in operating an alphanumeric keyboard and understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels on the basis of the following definitions:

Key Entry Operator I

Work is routine and repetitive. Under close supervision or following specific procedures or detailed instructions, works from various standardized source documents which have been coded and require little or no selecting, coding, or interpreting of data to be entered. Refers to supervisor problems arising from erroneous items, codes, or missing information.

Key Entry Operator II

Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be entered from a variety of source documents. On occasion may also perform routine work as described for level I.

NOTE: Excluded are operators above level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entries requiring a similar level of knowledge.

Professional and Technical

COMPUTER SYSTEMS ANALYST

Analyzes business problems to formulate procedures for solving them by use of electronic data processing equipment. Develops a complete description of all specifications needed to enable programmers to prepare required digital computer programs. Work involves most of the following: Analyzes subject-matter operations to be automated and identifies conditions and criteria required to achieve satisfactory results; specifies number and types of records, files, and documents to be used; outlines actions to be performed by personnel and computers in sufficient detail for presentation to management and for programming (typically this involves preparation of work and data flow charts); coordinates the development of test problems and participates in trial runs of new and revised systems; and recommends equipment changes to obtain more effective overall operations. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

For wage study purposes, systems analysts are classified as follows:

Computer Systems Analyst I

Works under immediate supervision, carrying out analyses as assigned, usually of a single activity. Assignments are designed to develop and expand practical experience in the application of procedures and skills required for systems analysis work. For example, may assist a higher level systems analyst by preparing the detailed specifications required by programmers from information developed by the higher level analyst.

UNITED STATES NUCLEAR REGULATORY COMMISSION
RULES and REGULATIONS

TITLE 10, CHAPTER 1, CODE OF FEDERAL REGULATIONS - ENERGY

**PART
110**

**EXPORT AND IMPORT OF NUCLEAR FACILITIES
AND MATERIALS**

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110.2 Definitions.
110.3 Interpretations.
110.4 Communications.
110.5 License requirements.
110.6 Retransfers.

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• [Reserved]

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**APPENDIX A—List of nuclear equipment
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**APPENDIX B—List of foreign facilities to
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(Reserved).**

**APPENDIX C—Categorization of nuclear
material.**

Authority: 51, 53, 54, 57, 62, 63, 64, 65, 61, 62,
103, 104, 109, 111, 128, 127, 128, 129, 161, 161,
162, 163, 167, 169, 66 Stat. 929, 930, 927, 932,
933, 936, 937, 946, 953, 954, 955, 956; Pub. L.
86-480, 78 Stat. 603-623; Pub. L. 91-600, 84
Stat. 1472; 70 Stat. 1071, Pub. L. 85-236, 71
Stat. 579; Pub. L. 87-615, 78 Stat. 409; Pub. L.
93-377, 88 Stat. 473, 475, Pub. L. 95-242, 92
Stat. 123, 128, 131-139, 141 (42 U.S.C. 2071,
2073, 2074, 2077, 2092-2096, 2111, 2112, 2133,
2134, 2139, 2139a, 2141, 2154-2156, 2201, 2231-
2233, 2237, 2239); Sec. 201, Pub. L. 90-38, 78
Stat. 1242, as amended by Pub. L. 94-79, 89
Stat. 413, 414 (42 U.S.C. 5841).

Sec. 110.13 also issued under sec. 122, Pub.
L. 83-703, 66 Stat. 939 (42 U.S.C. 2152). Sec.
110.50(b)(4) also issued under sec. 123, Pub. L.
95-242, 92 Stat. 142-143 (42 U.S.C. 2153). Sec.
110.51 also issued under sec. 184, Pub. L. 83-
703, 83 Stat. 964; Pub. L. 84-488, 78 Stat. 607
(42 U.S.C. 2234). Sec. 110.52 also issued under
sec. 185, Pub. L. 83-703, 66 Stat. 955 (42 U.S.C.
2236). Sec. 110.80-110.13 also issued under 8
U.S.C. 552, 554. Sec. 110.130-110.135 also
issued under 5 U.S.C. 553.

PART 110 • EXPORT AND IMPORT OF NUCLEAR FACILITIES AND MATERIALS

Subpart A—General Provisions

§ 110.1 Purpose and scope.

(a) These regulations prescribe procedures and standards, pursuant to the Atomic Energy Act of 1954, as amended, and Title II of the Energy Reorganization Act of 1974, as amended, for the export and import of nuclear equipment and nuclear material as set out in Appendix A.

(b) Except as provided in paragraph (c), the regulations in this part apply to all persons in the United States, including persons in Agreement States.

(c) These regulations do not apply to the export or import of nuclear equipment, material or technology by the Departments of Energy or Defense under the authority of sections 54, 57b, 54, 82, 91, and 144b, and 144c, of the Atomic Energy Act, as amended, except when the Department of Energy seeks an export license pursuant to section 111 of the Atomic Energy Act.

§ 110.2 Definitions.

As used in this part,

(a) "Agreement for cooperation" means any agreement with another nation or group of nations concluded under section 123 of the Atomic Energy Act, as amended.

(b) "Agreement State" means any State of the United States with which the Nuclear Regulatory Commission, or its predecessor, the Atomic Energy Commission, has entered into an agreement under section 274b, of the Atomic Energy Act, as amended.

(c) "Atomic Energy Act" means the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011).

(d) "Byproduct material" means radioactive material (except special nuclear material) produced by exposure to the radiation incident to the process of producing or using special nuclear material.

(e) "Classified information" means National Security Information classified pursuant to Executive Order No. 11652 or any superseding order.

(f) "Commission" means the United States Nuclear Regulatory Commission or its duly authorized representatives.

(g) "Common defense and security" means the common defense and security of the United States.

(h) "Depleted uranium" means uranium in which the isotope uranium-

235 is less than 0.711 percent by weight of the total uranium present.

(i) "Deuterium" means deuterium and any deuterium compound, including heavy water, in which the ratio of deuterium atoms to hydrogen atoms exceeds 1:5000.

(j) "Effective kilograms of special nuclear material" means:

(1) For plutonium and uranium-233, their weight in kilograms;

(2) For uranium enriched 1 percent or greater in the isotope U-235, its element weight in kilograms multiplied by the square of its enrichment expressed as a decimal weight fraction; and

(3) For uranium enriched below 1 percent in the isotope U-235, its element weight in kilograms multiplied by 0.0001.

(k) "Energy Reorganization Act" means the Energy Reorganization Act of 1974, as amended (42 U.S.C. 5801).

(l) "Executive Branch" means the Departments of State, Energy, Defense and Commerce and the Arms Control and Disarmament Agency.

(m) "Export" means export from the United States.

(n) "General license" means an export or import license effective without the filing of a specific application with the Commission or the issuance of licensing documents to a particular person.

(o) "Government agency" means any Federal department, commission, independent establishment, or corporation, wholly or partly owned by the United States and which is an instrumentality of the United States.

(p) "High-enriched uranium" means uranium enriched to 20 percent or greater in the isotope uranium-235.

(q) "Import" means import into the United States.

(r) The phrase "introduced into a hearing" means the introduction or incorporation of testimony or documentary matter into the record of a hearing.

(s) "License" means a general or specific export or import license issued pursuant to this part.

(t) "Licensee" means a person authorized by a specific or a general license to export or import nuclear equipment or material pursuant to this part.

(u) "Low-enriched uranium" means uranium enriched below 20 percent in the isotope uranium-235.

(v) "Non-nuclear weapon State" means any State not a nuclear weapon State as defined in the Treaty on the Non-Proliferation of Nuclear Weapons. "Nuclear weapon State" means any State which has manufactured and exploded a nuclear weapon or other nuclear explosive device prior to January 1, 1967.

(w) "Non-Proliferation Act" means the Nuclear Non-Proliferation Act of 1978 (Pub. L. 95-242).

(x) "NRC records" means any documentary material made by, in the possession of, or under the control of the

Commission under Federal law or in connection with the transaction of public business as evidence of any of the Commission's activities.

(y) "Nuclear equipment" means production facilities, utilization facilities, deuterium production plants, nuclear reactor fuel fabrication plants and specially designed or prepared equipment, parts and components for such facilities or plants as specified in paragraphs a. through e. of Appendix A.

(z) "Nuclear grade graphite" means graphite with a boron content of less than 5 parts per million and density greater than 1.5 grams per cubic centimeter.

(aa) "Nuclear material" means special nuclear material, source material, byproduct material, deuterium and nuclear grade graphite.

(bb) "Nuclear reactor" means an apparatus, other than an atomic weapon or nuclear explosive device, designed or used to sustain nuclear fission in a self-supporting chain reaction.

(cc) "Packaging" means one or more receptacles and wrappers and their contents, excluding any special nuclear material, source material or byproduct material, but including absorbent material, spacing structures, thermal insulation, radiation shielding, devices for cooling and for absorbing mechanical shock, external fittings, neutron moderators, nonfissile neutron absorbers and other supplementary equipment.

(dd) "Participant" means a person, identified in a hearing notice or other Commission order, who takes part in a hearing conducted by the Commission under this part, including any person to whom the Commission grants a hearing or leave to intervene in an export or import licensing hearing, either as a matter of right or as a matter of discretion.

(ee) "Person" means any individual, corporation, partnership, firm, association, trust, estate, institution, group, Government agency other than the Commission; any State or political entity within a State; any foreign government or political entity of such government; and any authorized representative of the foregoing.

(ff) "Physical security" means measures to reasonably ensure that source or special nuclear material will only be used for authorized purposes and to prevent theft or sabotage.

(gg) "Production facility" means any nuclear reactor or plant specially designed or used to produce special nuclear material through the irradiation of source material or special nuclear material, the separation of isotopes or the chemical reprocessing of irradiated source or special nuclear material.

(hh) "Public Document Room" means the place at 1717 H Street NW., Washington, D.C., where public records of the Commission are ordinarily available for inspection.

(ii) "Public health and safety" means the public health and safety of the United States.

(jj) "Retransfer" means the trans-

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port from one foreign country to another of nuclear equipment or nuclear material previously exported from the United States, or of special nuclear material produced through the use of source material or special nuclear material previously exported from the United States.

(kk) "Sealed source" means any special nuclear material or byproduct material encased in a capsule designed to prevent leakage or escape of that nuclear material.

(ll) "Secretary" means the Secretary of the Commission.

(mm) "Source material" means:

(1) Uranium or thorium, other than special nuclear material; or

(2) Ores which contain by weight 0.05 percent or more of uranium or thorium, or any combination of these.

(nn) "Special nuclear material" means plutonium, uranium-233 or uranium enriched above 0.711 percent by weight in the isotope uranium-235.

(oo) "Specific license" means an export or import license issued to a named person upon an application filed pursuant to this part.

(pp) "Transfer" means the transfer of possession from one person to another person.

(qq) "Transport" means the physical movement of material from one location to another.

(rr) "United States", when used in a geographical sense, includes Puerto Rico and all territories and possessions of the United States.

(ss) "Utilization facility" means any nuclear reactor, other than one that is a production facility, and the following major components of a nuclear reactor:

- (1) Pressure vessels designed to contain the core of a nuclear reactor;
- (2) Primary coolant pumps;
- (3) Fuel charging or discharging machines; and
- (4) Control rods.

A utilization facility does not include the steam turbine generator portion of a nuclear power plant.

§ 110.3 Interpretations.

Except as authorized by the Commission in writing, no interpretation of the meaning of the regulations in this part other than a written interpretation by the Commission's General Counsel is binding upon the Commission.

§ 110.4 Communications.

Unless otherwise specified in this part, all communications concerning this part should be addressed to the Assistant Director for Export/Import and International Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20585, or delivered in person to the Commission's offices at 1717 H Street NW., Washington, D.C., or 7735 Old Georgetown Road, Bethesda, Md.

§ 110.5 License requirements.

Except as provided in Subpart B, no person may export or import any nuclear equipment or nuclear material other than as authorized by a specific or general license issued pursuant to this part.

§ 110.6 Retransfers.

(a) No person may retransfer any nuclear equipment or nuclear material unless:

(1) At the time of the original export, the equipment or material could have been exported to the new country of ultimate destination under an exemption from licensing requirements pursuant to Subpart B or a general license pursuant to Subpart C; or

(2) The retransfer has been specifically authorized by the Department of Energy in response to a request submitted by the original license applicant or by the foreign consignee or government.

(b) Requests for authority to retransfer shall be sent to the Department of Energy, Office of Nuclear Affairs, International Programs, Washington, D.C. 20545.

Subpart B—Exemptions

§ 110.10 General provisions.

(a) *Specific exemptions.* Upon application by any person or upon its own initiative, the Commission may grant an exemption from the regulations in this part, if it determines that the exemption is authorized by law, is not inimical to the common defense and security and does not constitute an unreasonable risk to the public health and safety.

(b) *Exemptions from licensing requirements.* Exemptions from licensing requirements pursuant to sections 57d, 62 and 81 of the Atomic Energy Act will be granted only after coordination with the Executive Branch and after completion of rulemaking proceedings pursuant to Subpart L of this part.

§ 110.11 Import of nuclear equipment, source material and byproduct material.

Any person is exempt from the requirements for an import license to the extent that he imports any nuclear equipment, source material or byproduct material which he is authorized to possess under an exemption from licensing requirements or a specific or general license issued by the Commission or an Agreement State.

§ 110.12 Intergovernmental cooperative activities.

Government agencies are exempt from the requirements of section 53 of

the Atomic Energy Act and from the regulations in this part to the extent that they export, at any one time, up to 3 grams of any type of special nuclear material for use in activities authorized by an intergovernmental cooperative agreement between the United States and a foreign nation, group of nations or international organization. The exporting government agency shall notify the Commission of the destination and purpose of such exempted exports.

§ 110.13 Export of IAEA safeguards samples.

Any person is exempt from the requirements for a license to export special nuclear material set forth in sections 53 and 54d of the Atomic Energy Act and from the regulations in this part to the extent that the person exports special nuclear material in IAEA safeguards samples, if the samples are exported in accordance with § 73.42(e)(1) of this chapter, or a comparable Department of Energy order, and are in quantities not exceeding a combined total of 100 grams of contained plutonium U-233 and U-235 per facility per year. This exemption does not relieve any person from complying with Parts 71 or 73 of this chapter or any Commission order pursuant to section 201(a) of the Energy Reorganization Act of 1974 (42 U.S.C. 5841(a)).

"The granting of an exemption does not relieve any person from complying with the regulations of other Government agencies applicable to exports or imports under their authority."

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Subpart C—General Licenses

§ 110.20 General.

(a) In response to a petition or upon its own initiative, the Commission may issue a general license for the export or import of any nuclear equipment or material provided it determines that any exports or imports made pursuant to the general license will not be inimical to the common defense and security or constitute an unreasonable risk to the public health and safety.

(b) General licenses will be issued only after coordination with the Executive Branch and after completion of rule making proceedings pursuant to Subpart L of this part.

(c) General licenses do not relieve any person from complying with the regulations of other Government agencies applicable to exports or imports under their authority.

§ 110.21 Export of nuclear equipment. (Reserved)

§ 110.22 Export of special nuclear material.

General licenses are hereby issued authorizing any person to export to any country, except those listed in § 110.28, the following:

(a) Special nuclear material contained in sensing components installed in instruments, if no more than 3 grams of enriched uranium or .1 gram of

plutonium or uranium-233 are contained in each instrument.

(b) Plutonium containing 80 percent or more by weight of plutonium-238 in cardiac pacemakers.

§ 110.23 Export of source material.

(a) General licenses are hereby issued authorizing any person to export to any country, except those listed in § 110.28, the following:

(1) 1 kilogram or less per shipment of unirradiated thorium or uranium other than special nuclear material, except that no person may export more than 100 kilograms per year to any one country;

(2) Thorium in incandescent gas mantles; and

(3) Depleted uranium in the form of shielding contained in radiographic exposure or teletherapy devices, or radioactive thermoelectric generators, if individual shipments do not exceed 1,000 kilograms.

(b) General licenses are hereby issued

authorizing any person to export to any country, except those listed in §§ 110.27 and 110.28, the following:

(1) Depleted uranium in the form of counterweights installed in aircraft, rockets, projectiles, or missiles, if the counterweights have been manufactured in accordance with a specific license issued under Part 40 of this chapter.

(2) Thorium in finished aircraft engine parts, if the thorium is dispersed, in concentrations of 4 percent or less by weight, in pickle-thoria alloy and is in the form of finely divided thorium (thorium dioxide); and

(3) Depleted uranium in the form of shielding contained in X-ray units or in packaging for the transportation of radioactive materials.

§ 110.24 Export of byproduct material.

General licenses are hereby issued authorizing any person to export to any country, except those listed in § 110.28, the following:

(a) Byproduct material having an atomic number from 3 to 83.

(b) Tritium contained in luminous safety devices installed in aircraft as generally licensed items under § 21.7 of this chapter.

(c) Tritium and polonium-210 in individual shipments of 100 curies or less, contained in:

- (1) Tritium activated luminous paint;
 - (2) Tritium labeled compounds;
 - (3) Tritiated accelerator targets;
 - (4) Polonium-210 static eliminators;
 - (5) Calibration standards;
 - (6) Luminescent light sources;
 - (7) Tritium sources for chromatography instruments;
 - (8) Electron tubes;
 - (9) Gas and aerosol detectors; or
 - (10) Tritium in helium-3 in a concentration of 2.5 millicuries or less per liter of helium-3.
- (d) Americium-241.

§ 110.25 Export of deuterium.

A general license is hereby issued authorizing any person to export 100 liters or less per shipment of deuterium at standard temperature and pressure (90 grams of heavy water) to any country except those listed in § 110.28.

§ 110.26 Export of nuclear grade graphite.

A general license is hereby issued authorizing any person to export 100 kilograms or less per shipment of

nuclear grade graphite to any country except those listed in § 110.28: *Provided*, that no person shall, pursuant to this general license, export more than 2,000 kilograms per year to any one country.

§ 110.27 Restricted destinations.

(a) Albania, (b) Bulgaria, (c) Czechoslovakia, (d) German Democratic Republic (including East Berlin), (e) Hungary, (f) Mongolia, (g) Poland, (h) Romania, (i) Peoples Republic of China, and (j) Union of Soviet Socialist Republics.

§ 110.28 Embargoed destinations.

(a) Cuba, (b) Kampuchea, (c) North Korea, (d) Vietnam.

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Subpart D—Applications for Specific Licenses

§ 110.30 Filing a license application.

(a) A license application shall be filed with the Assistant Director for Export/Import and International Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555, or delivered in person to the Commission's offices at 1717 H Street NW., Washington, D.C. or 7735 Old Georgetown Road, Bethesda, Md.

(b) Except for production or utilization facilities, export license applications should be filed on form NRC-7.

(c) An application for a license to export a production or utilization facility or to import nuclear equipment or nuclear material should be filed by letter.

(d) An applicant may file a consolidated license application involving two or more proposed exports of similar equipment or material destined for the same country, provided all the exports will be made within 2 years, or other time period as approved by the Commission, and under reasonably similar circumstances.

(e) If an import license application involves equipment or material which is intended for subsequent export, the applicant may simultaneously apply for the appropriate export license. The issuance of an import license does not imply approval of a subsequent export.

(f) Information contained in a previous application may be incorporated by reference.

§ 110.31 General requirements for an export license application.

Each application for an export license shall state:

(a) Name and U.S. address of applicant;

(b) Name and address of supplier of equipment or material, if different from the applicant;

(c) Name and address of ultimate consignee(s);

(d) Name and address of intermediate consignee(s);

(e) Date of proposed first shipment;

(f) Date of proposed completion of final shipment;

(g) Contractual delivery dates, if established;

(h) Proposed expiration date of export license; and

(i) End-use of material or equipment by all consignees, intermediate and ultimate, with sufficient detail to permit accurate evaluation of the justification for the proposed export.

§ 110.32 Additional requirements for a nuclear equipment export license application.

An application for a license to export nuclear equipment shall state the following, in addition to the general information specified in § 110.31:

(a) General description of the equipment;

(b) For nuclear reactors, the design power level in thermal or electrical watts;

(c) Name of installation, if known, in which the equipment is to be used;

(d) Location where the equipment is to be used;

(e) Date when equipment is needed abroad;

(f) Total dollar value of all items to be exported under the requested license; and

(g) A list of the items proposed to be exported. Such list need only identify the items by the categories listed in paragraphs a. through e. of appendix A.

§ 110.33 Additional requirements for a nuclear material export license application.

Each application for a license to export nuclear material shall state the following, in addition to the general requirements in § 110.31:

(a) The applicable contract number, if known, of any material supplied under a Department of Energy enrichment, lease, or sale contract;

(b) Where materials are intended for use in production or utilization facility, estimated date of first use, by ultimate or intermediate consignee;

(c) Chemical and physical form, including, for enriched uranium, the weight percentage of isotopic enrichment, and, for plutonium, the sum of the percentages of Pu-239 content and Pu-241 content;

(d) Quantity in grams or kilograms (curies for byproduct material) of: (1) the material in the form exported, (2) any contained uranium or plutonium, and (3) the contained U-235 in enriched uranium; and

(e) If known, the country of origin of source and special nuclear material including the country where any special nuclear material was produced.

§ 110.34 Requirements for an import license application.

Each application for an import license shall state:

(a) Name and U.S. address of applicant;

(b) Country and installation from which the nuclear equipment or material is being imported;

(c) Name and address of supplier of the nuclear equipment or material;

(d) Destination and ultimate use of the nuclear equipment or material;

(e) Date of proposed first shipment;

(f) Date of proposed completion of final shipment;

(g) Chemical and physical form of nuclear material, including, for enriched uranium, the weight percentage of enrichment and, for plutonium, the sum of the percentages of Pu-239 content and Pu-241 content;

(h) Quantity in grams or kilograms of: (1) the nuclear material in the form imported, (2) any contained uranium or plutonium, and (3) the contained U-235 in enriched uranium;

(i) Mode of transport of nuclear material and package identification (including IAEA Certificate of Competent Authority number); and

(j) If known, the country of origin of nuclear material including the country where any special nuclear material was produced.

§ 110.35 Further information from a license applicant.

(a) The Commission may require further information from the license applicant if necessary to complete review of the application.

(b) Each applicant shall file an amendment to his license application whenever there is any substantive change in the information described in his application.

§ 110.36 Withdrawal of a license application.

(a) An applicant may withdraw his application at any time.

(b) An applicant shall withdraw an application when it is superseded by a new application or when he no longer intends to use his license if issued.

(c) The withdrawal of a license application does not authorize the removal of any NRC record from Commission files.

Subpart E—Review of License Applications

§ 110.40 Commission review.

(a) Immediately after receipt of a license application, the Commission will initiate its licensing review and, to the maximum extent feasible, will expeditiously process the application concurrently with review by the Executive Branch.

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(b) License applications for export of the following will be reviewed by the Commission:

(1) Production and utilization facilities;

(2) One effective kilogram or more of high enriched uranium and uranium-233 and plutonium (except plutonium comprised of 80% or more of Pu-238);

(3) 1,000 kilograms or more of heavy water or nuclear grade graphite;

(4) NRC-licensed export cases involving reprocessing, enrichment or heavy water activities;

(5) Any other proposed export of source or special nuclear material for nuclear use if the export would be to a country to which the Commissioners have not previously authorized such an export pursuant to the Nuclear Non-Proliferation Act.

(6) Any other license application determined by the staff or a majority of the Commissioners to warrant review by the Commission.

(c) If the Commission has not completed action on a license application within 60 days after receipt of the Executive Branch judgment, as provided for in § 110.41, or the license application when an Executive Branch judgment is not required, it will inform the applicant in writing of the reason for delay and, as appropriate, provide followup reports.

§ 110.41 Executive Branch review.

(a) Except as provided in paragraph (d), the Commission will promptly forward a properly completed export license application to the Executive Branch.

(b) The Executive Branch will be requested to:

(1) Provide its judgment as to whether the proposed export would be inimical to the common defense and security, along with supporting rationale and information.

(2) Where applicable, confirm that the proposed export would be under the terms of an agreement for cooperation; and

(3) Address the extent to which the export criteria in section 110.42 are met, if applicable, and the extent to which the recipient country or group of countries has adhered to the provisions of any applicable agreement for cooperation.

(c) The Commission may request the Executive Branch to address specific concerns and provide additional data and recommendations as necessary.

(d) The Executive Branch has informed the Commission that exports of nuclear equipment and nuclear material in the following categories would not be inimical to the common defense and security because they lack significance for nuclear explosive purposes and will not normally be reviewed by the Executive Branch:

(1) Byproduct material: all types and quantities, except tritium in quantities exceeding 100 curies;

(2) Source material: all exports for non-nuclear end-uses, and exports of less than 250 kilograms for nuclear end-uses.

(3) Low-enriched uranium: all exports of 1 kilogram or less of contained U-235;

(4) High-enriched uranium: 0.040 effective kilograms or less;

(5) Plutonium and U-233: 10 grams or less;

(6) Deuterium: 1,000 liters or less (900 grams or less of heavy water);

(7) Nuclear grade graphite: 100 kilograms or less.

(8) Nuclear equipment: all exports with a value under \$10,000.

This paragraph does not apply to exports with end-uses related to isotope separation, chemical reprocessing, heavy water production, plutonium handling, advanced reactors and initial export of nuclear equipment to foreign nuclear reactors, and is subject to other limitations which the Executive Branch or the Commission may, from time to time, deem necessary.

§ 110.42 Export licensing criteria.

(a) The review of specific license applications for the export for peaceful nuclear uses of production or utilization facilities, special nuclear material and source material will be governed by the following criteria:

(1) IAEA safeguards as required by Article III(2) of the Treaty on the Non-Proliferation of Nuclear Weapons (NPT) will be applied with respect to any such facilities or material proposed to be exported, to any such material or facilities previously exported and subject to the applicable agreement for cooperation, and to any special nuclear material used in or produced through the use thereof;

(2) No such facilities or material proposed to be exported or previously exported and subject to the applicable agreement for cooperation, and no special nuclear material produced through the use of such facilities or material, will be used for any nuclear explosive device or for research on or development of any nuclear explosive device;

(3) Adequate physical security measures will be maintained with respect to such facilities or material proposed to be exported and to any special nuclear material used in or produced through the use thereof. Physical security measures will be deemed adequate if such measures provide a level of protection equivalent to that set forth in § 110.423;

(4) No such facilities or material proposed to be exported, and no special nuclear material produced through the use of such material, will be retransferred to the jurisdiction of any other country or group of countries unless the prior approval of the United States is obtained for such retransfer;

(5) No such material proposed to be exported and no special nuclear material produced through the use of such material will be reprocessed, and no irradiated fuel elements containing such material removed from a reactor will be altered in form or content, unless the prior approval of the United States is obtained for such reprocessing or alteration; and

(6) With respect to exports of such facilities or material to non-nuclear weapon states, for which the export license application is filed after September 10, 1979, or which will occur after March 10, 1980, IAEA safeguards will be maintained with respect to all peaceful nuclear activities in, under the jurisdiction of, or carried out under the control of such state at the time of the export. This criterion will not be applied if the Commission has been notified by the President in writing that failure to approve an export because this criterion has not been met would be seriously prejudicial to the achievement of United States non-proliferation objectives or otherwise jeopardize the common defense and security, in which case the provisions of section 128 of the Atomic Energy Act regarding Congressional review will apply.

(b) The review of license applications for the export of nuclear equipment, other than a production or utilization facility, and for the export of deuterium and nuclear grade graphite will be governed by the following criteria:

(1) IAEA safeguards as required by Article III(2) of the NPT will be applied with respect to such equipment or material;

(2) No such equipment or material will be used for any nuclear explosive device or for research on or development of any nuclear explosive device; and

(3) No such equipment or material will be retransferred without the prior approval of the United States.

§ 110.43 Physical security standards.

(a) Commission determinations on the adequacy of physical security programs in recipient countries for Category I quantities of nuclear material (see Appendix C) will be based upon:

(1) Review of the physical security program established by the recipient country and of the implementation of the national requirements as considered through country visits and other information exchanges to ensure that the physical security measures provide as a minimum protection comparable to that set forth in International Atomic Energy Agency publication INFCIRC/225/Rev. 1 entitled "The Physical Protection of Nuclear Materi-

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all INFCIRC/225), which is incorporated by reference in this part.¹

(2) Written assurances from the recipient country or group of countries that physical security measures providing as a minimum protection comparable to that set forth in INFCIRC/225 will be maintained.

(3) The Commission's determinations may be based upon a country-wide finding rather than upon case-by-case analysis. The Commission will reexamine a determination whenever there are changed circumstances within a country that might reduce the effectiveness of its physical security program.

(b) Commission determinations on the adequacy of physical security programs in recipient countries for Category II and III quantities of material will be based on available relevant information and written assurances from the recipient country or group of countries that physical security measures providing as a minimum protection comparable to that set forth in INFCIRC/225 will be maintained.

(c) Commission determinations on the adequacy of physical security programs in recipient countries for exported facilities will be made in accordance with the categories of material in use or in storage at the export facilities and will be based on available relevant information and written assurances from the recipient country or group of countries that physical security measures providing as a minimum protection comparable to that set forth in INFCIRC/225 will be maintained.

§ 110.44 Issuance or denial of licenses.

(a) The Commission will issue an export license if it has been notified by the State Department that it is the judgment of the Executive Branch that the proposed export will not be inimical to the common defense and security, and:

(1) Finds, based upon a reasonable judgment of the assurances provided and other information available to the Federal Government, that:

(i) The applicable criteria in § 110.47, or their equivalent, are met, provided that failure to meet the provisions of § 110.42(a)(4) and (5) shall not prevent continued cooperation under an agreement for cooperation concluded pursuant to section 124 of the Atomic Energy Act if the Secretary of State notifies the Commission that the affected country or group of countries has agreed to negotiations as called for in section 404(a) of the Non-Proliferation Act and, if after March 10, 1980, that the President has provided an additional exemption pursuant to section 126a of the Atomic Energy Act;

¹This incorporation by reference was approved by the Director of the Federal Register on May 3, 1978. Copies of INFCIRC/225 may be obtained from the Assistant Director for Export/Import and International Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20585, and are available for inspection in the Commission Public Document Room. A copy is on file in the library of the Federal Register.

(ii) The proposed export would not be inimical to the common defense and security or constitute an unreasonable risk to the public health and safety; and

(iii) The proposed export of a production or utilization facility or of more than 3 grams of special nuclear material would be under the terms of an agreement for cooperation, except for proposed exports of plutonium containing 80 percent or more by weight of plutonium-238, or 100 grams or less of special nuclear material which is diluted so that it is no longer usable for any nuclear activity relevant from the point of view of safeguards and is practicably irrecoverable.

(2) Finds that there are no material changed circumstances associated with an export license application from those existing at the time of issuance of a prior license to the same country. If the prior license was issued pursuant to the other procedures in this part.

(b) If, after receiving the Executive Branch judgment that the issuance of a proposed export license will not be inimical to the common defense and security, the Commission does not issue the proposed license on a timely basis because it is unable to make the statutory determinations required under the Atomic Energy Act, the Commission will publicly issue a decision to that effect, and will submit the license application to the President. The Commission's decision will include an explanation of the basis for the decision and any dissenting or separate views.

(c) After receipt of an Executive Branch judgment which does not recommend approval, the Commission may deny or return without action the applicable license application. The applicant will be notified in writing of the reason for denial or proposed denial or the reason the application is being returned without action.

(d) The Commission will issue an import license if it determines that the proposed import would not be inimical to the common defense and security or constitute an unreasonable risk to the public health and safety.

§ 110.45 Conduct resulting in termination of nuclear exports.

(a) Except as provided in paragraph (c), no license will be issued to export nuclear equipment or material to any non-nuclear weapon state that is found by the President to have, after March 10, 1978:

(1) Detonated a nuclear explosive device;

(2) Terminated or abrogated IAEA safeguards;

(3) Materially violated an IAEA safeguards agreement; or

(4) Engaged in activities involving source or special nuclear material and having direct significance for the manufacture or acquisition of nuclear explosive devices, and failed to take steps which represent sufficient progress toward terminating such activities.

(b) Except as provided in paragraph (c), no license will be issued to export nuclear equipment or material to any country or group of countries that is found by the President to have, after March 10, 1978:

(1) Materially violated an agreement for cooperation with the United States or the terms of any other agreement under which nuclear equipment or material has been exported;

(2) Assisted, encouraged or induced any non-nuclear weapon state to engage in activities involving source or special nuclear material and having direct significance for the manufacture or acquisition of nuclear explosive devices, and failed to take steps which represent sufficient progress toward terminating such assistance, encouragement or inducement; or

(3) Entered into an agreement for the transfer of reprocessing equipment, materials or technology to the sovereign control of a non-nuclear weapon state, except in connection with an international fuel cycle evaluation in which the United States is a participant or pursuant to an international agreement or understanding to which the United States subscribes.

(c) If, pursuant to section 129 of the Atomic Energy Act, the President waives the requirement for the termination of exports to a country (described in paragraph (a) or (b) after determining in writing that the cessation of exports would seriously prejudice the achievement of United States non-proliferation objectives or otherwise jeopardize the common defense and security, the Commission may issue licenses if other applicable statutory provisions are met.

Subpart F—License Terms and Related Provisions

§ 110.50 Terms.

(a) General and specific licenses.

(1) Each license is subject to all applicable provisions of the Atomic Energy Act and to all applicable rules, regulations, decisions and orders of the Commission.

(2) Each license is subject to amendment, suspension, revocation or incorporation of separate conditions when required by amendments of the Atomic Energy Act or other applicable law, or by other rules, regulations, decisions or orders issued in accordance with the terms of the Atomic Energy Act or other applicable law.

(3) Each license authorizes export or import only and does not authorize any person to receive title to, acquire, receive, possess, deliver, use or transfer nuclear equipment or material.

(4) Each nuclear material license authorizes the export or import of only the nuclear material and accompanying packaging and fuel element hardware.

(5) No nuclear equipment license confers authority to export or import nuclear material.

(6) Each nuclear equipment export license authorizes the export of only those items required for use in the foreign nuclear installation for which the

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items are intended.

(7) A licensee shall not proceed to export or import and shall notify the Commission promptly if he knows or has reason to believe that the packaging requirements of Part 71 of this chapter have not been met.

(b) Specific licenses. (1) Each specific license will have an expiration date.

(2) A licensee may export or import only for the purpose stated in his license application, except when any nuclear equipment exported pursuant to his license is scrapped or otherwise rendered unsuitable for any nuclear related end use.

(3) A licensee shall promptly return any license which is completed, expired, revoked or unused (or partially used and not intended to be used further) to the Assistant Director for Export/Import and International Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20542.

➤ (4) Unless a license specifically authorizes the export of Australian-origin nuclear material or equipment, a licensee shall notify in writing the Assistant Director for Export/Import and International Safeguards at least 40 days prior to export of Australian-origin nuclear material or equipment. A licensee may not ship this material or equipment until authorized by the Assistant Director for Export/Import and International Safeguards. The Assistant Director will not authorize shipment until after obtaining the consent of the Australian Government.

(5) A licensee authorized to export or import special nuclear material is responsible for compliance with the physical protection requirements of Part 73 of this chapter, unless a domestic licensee of the Commission has assumed that responsibility and the Commission has been so notified.

(6) A license may be transferred, assigned or disposed of to another person only with the approval of the Commission by license amendment.

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§ 110.51 Amendment and renewal of licenses.

(a) A licensee may submit a request to renew his license or to amend any part of his license, except that changes in the value of nuclear equipment already authorized for export do not require a license amendment.

(b) If a licensee submits a renewal request at least 30 days prior to the license's scheduled expiration date, the license will remain valid until the Commission has acted on his request.

(c) The Commission will review requests for amendments using, as appropriate, the same procedures and standards as for original license applications.

§ 110.52 Revocation, suspension, and modification.

(a) A license may be revoked, suspended, or modified for a condition which would warrant denial of the original license application.

(b) The Commission may require further information from a licensee to determine whether a license should be revoked, suspended, or modified.

(c) Except when the common defense and security or public health and safety requires otherwise, no license will be revoked, suspended, or modified before the licensee is informed in writing of the grounds for such action and afforded the opportunity to reply and be heard under procedures patterned on those in subpart J.

§ 110.53 United States address, records, and inspections.

(a) Each licensee shall have an office in the United States where papers may be served and where records required by the Commission will be maintained.

(b) Each licensee shall maintain records concerning his exports or imports for 5 years after each export or import, except that by product material records shall be maintained for 2 years.

(c) Each licensee shall permit the Commission to inspect his records, premises, and activities pertaining to his exports and imports when necessary to fulfill the requirements of the Atomic Energy Act.

Subpart G—Violations and Enforcement

§ 110.60 Violations.

(a) A licensee who violates a provision of the Atomic Energy Act or title II of the Energy Reorganization Act or of any rule, regulation, license, or order promulgated under these Acts may be guilty of a crime, and, upon conviction, may be punished by fine and imprisonment as provided by law.

(b) An injunction or other court order may be obtained to prohibit any such violation.

(c) A court order may be obtained for payment of a civil penalty imposed pursuant to section 234 of the Atomic Energy Act.

(d) A violation may result in the revocation, suspension, or modification of a license.

§ 110.61 Notice of violation.

(a) Before instituting any enforcement action the Commission will serve on the licensee written notice of violation, except as provided in paragraph (d).

(b) The notice will state the alleged violation; require the licensee to respond in writing, within 20 days or other specified time; and may also require the licensee to state the corrective steps taken or to be taken and the date when full compliance will be achieved.

(c) The notice may provide that, if an adequate and timely reply is not received, an order to show cause may be issued pursuant to § 110.62 or a proceeding instituted to impose a civil penalty pursuant to § 110.64.

(d) The notice may be omitted and an order to show cause issued when the Commission determines that the violation is willful or that the public health, safety, or interest so requires.

§ 110.62 Order to show cause.

(a) In response to an alleged violation, described in § 110.60, the Commission may institute a proceeding to revoke, suspend, or modify a license by issuing an order to show cause:

- (1) Stating the alleged violation and proposed enforcement action; and
- (2) Informing the licensee of his

right, within 20 days or other specified time, to file a written answer and demand a hearing.

(b) An answer consenting to the proposed enforcement action shall constitute a waiver by the licensee of a hearing and of all rights to seek further Commission or judicial review.

(c) The order to show cause may be omitted and an order issued to revoke, suspend, or modify the license in cases where the Commission determines that the violation is willful or that the public health, safety, or interest so requires.

§ 110.63 Order for revocation, suspension, or modification.

(a) In response to an alleged violation described in § 110.60, the Commission may revoke, suspend, or modify a license by issuing an order:

(1) Stating the violation and the effective date of the proposed enforcement action; and

(2) Informing the licensee of his right, within 20 days or other specified time, to file a written answer and demand a hearing.

(b) If an answer is not filed within the time specified, the enforcement action will become effective and permanent as proposed.

(c) If a timely answer is filed, the Commission, after considering the answer, will issue an order dismissing the proceeding, staying the effectiveness of the order or taking other appropriate action.

(d) The order may be made effective immediately, with reasons stated, pending further hearing and order, when the Commission determines that the violation is willful or that the public health, safety, or interest so requires.

§ 110.64 Civil penalty.

(a) In response to a violation, the Commission may institute a proceeding to impose a civil penalty under section 234 of the Atomic Energy Act by issuing a notice to the licensee:

(1) Stating the alleged violation and the amount of the proposed penalty;

(2) Informing the licensee of his right, within 20 days or other specified time, to file a written answer; and

(3) Advising that a delinquent payment for a subsequently imposed penalty may be referred to the Attorney General for collection pursuant to section 234c of the Atomic Energy Act.

(b) If an answer is not filed within the time specified, the Commission will issue an order imposing the proposed penalty.

(c) If a timely answer is filed, the Commission, after considering the answer, will issue an order dismissing the proceeding or imposing a penalty subject to any required hearing.

(d) If an order imposing a civil penalty is issued, the licensee may request a hearing within 20 days or other specified time.

(e) Except when the matter has been referred to the Attorney General for

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collection, payment of penalties shall be made by check, draft, or money order payable to the Treasurer of the United States, and mailed to the Secretary, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555.

(f) An enforcement action to impose a civil penalty will not itself revoke, modify, or suspend any license under this part.

§ 110.65 Settlement and compromise.

At any time after issuance of an order for any enforcement action under this subpart, an agreement may be entered into for settlement of the proceeding or compromise of a penalty. Upon approval by the Commission, or presiding officer if a hearing has been requested, the terms of the settlement or compromise will be embodied in the order disposing of the enforcement action.

§ 110.66 Enforcement hearing.

(a) If the licensee demands a hearing, the Commission will issue an order specifying the time and place.

(b) A hearing pursuant to this subpart will be conducted under the procedures in subpart G of Part 2.

Subpart M—Public Notification and Availability of Documents and Records

§ 110.70 Public notice of receipt of an application.

(a) The Commission will notice the receipt of each export or import license application by placing a copy in the Public Document Room.

(b) The Commission will also notice in the FEDERAL REGISTER receipt of applications for:

- (1) Production and utilization facilities;
 - (2) One effective kilogram or more of special nuclear material; and
 - (3) 10,000 kilograms or more of source material, heavy water, or nuclear grade graphite.
- (c) Periodic lists of applications received may be obtained upon request addressed to the Assistant Director for Export/Import and International Safeguards, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555.

§ 110.71 Notice of withdrawal of an application.

The Commission will notice the withdrawal of an application by placing a copy of the withdrawal request in the Public Document Room.

§ 110.72 Availability of documents in the Public Document Room.

Unless exempt from disclosure under part 9 of this chapter, the following documents pertaining to each license application and license will be made available in the Public Document Room.

- (a) The license application and any requests for amendments;
- (b) Commission correspondence with

the applicant or licensee;

(c) FEDERAL REGISTER notices;

(d) The Commission letter requesting Executive Branch views;

(e) Correspondence from the State Department with Executive Branch views;

(f) Correspondence from foreign governments and international organizations;

(g) Filings pursuant to subpart I and Commission and Executive Branch responses, if any;

(h) If a hearing is held, the hearing record and decision;

(i) A statement of staff conclusions; and

(j) The license, requests for license amendments and amendments.

§ 110.73 Availability of NRC records.

(a) Commission records under this part will be made available to the public only in accordance with part 9 of this chapter.

(b) Proprietary information provided under this part may be protected under part 9 and § 2.790 (b), (c), and (d) of this chapter.

Subpart I—Public Participation Procedures Concerning License Applications

§ 110.80 Basis for hearings.

The procedures in this Part will constitute the exclusive basis for hearings on export license applications.

§ 110.81 Written comments.

(a) The Commission encourages written comments from the public regarding export and import license applications. The Commission will consider and, if appropriate, respond to these comments.

(b) If possible, these comments should be submitted within 30 days after public notice of receipt of the application and addressed to the Secretary, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555, Attention: Chief, Docketing and Service Branch.

(c) The Commission will provide the applicant with a copy of the comments and, if appropriate, a reasonable opportunity for response.

§ 110.82 Hearing request or intervention petition.

(a) A person may request a hearing or petition for leave to intervene on a license application.

(b) Hearing requests and intervention petitions shall:

- (1) State the name, address and telephone number of the requestor or petitioner;
- (2) Set forth the issues sought to be raised;

(3) Explain why a hearing or an intervention would be in the public interest and how a hearing or intervention would assist the Commission in making the determinations required by sections 53, 57c, 63, 64, 69, 81, 82, 103, 104, 109, 126, 127, or 128 of the

Atomic Energy Act, as appropriate;

(4) Specify, when a person asserts that his interest may be affected, both the facts pertaining to his interest and how it may be affected, with particular reference to the factors in § 110.84.

(c) Hearing requests and intervention petitions will be considered timely only if filed not later than:

(1) 30 days after notice of receipt in the FEDERAL REGISTER, for those applications published in the FEDERAL REGISTER;

(2) 15 days after notice of receipt in the Public Document Room, for all other applications; or

(3) Such other time as may be provided by the Commission.

§ 110.83 Answers and replies.

(a) Unless otherwise specified by the Commission, an answer to a hearing request or intervention petition may be filed within 30 days after the request or petition has been filed, for those applications noticed in the FEDERAL REGISTER, or within 10 days for all other applications.

(b) Unless otherwise specified by the Commission, a reply to an answer may be filed within 10 days after all timely answers have been filed.

(c) Answers and replies should address the factors in § 110.84.

§ 110.84 Commission action on a hearing request or intervention petition.

(a) In an export licensing proceeding, or in an import licensing proceeding in which a hearing request or intervention petition does not assert or establish an interest which may be affected, the Commission will consider:

- (1) Whether a hearing would be in the public interest; and
- (2) Whether a hearing would assist the Commission in making the statutory determinations required by the Atomic Energy Act.

(b) If a hearing request or intervention petition asserts an interest which may be affected, the Commission will consider:

- (1) The nature of the alleged interest;
- (2) How that interest relates to issuance or denial; and

(3) The possible effect of any order on that interest, including whether the relief requested is within the Commission's authority, and, if so, whether granting relief would redress the alleged injury.

(c) Untimely hearing requests or intervention petitions may be denied unless good cause for failure to file on time is established. In reviewing untimely requests or petitions, the Commission will also consider:

- (1) The availability of other means by which the requestor's or petitioner's interest, if any, will be protected or represented by other participants in a hearing; and
- (2) The extent to which the issues will be broadened or action on the application delayed.

(d) Prior to granting or denying a

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hearing request or intervention petition, the Commission may request further information from the petitioner, requestor, the Commission staff, the Executive Branch or others, and will not grant a hearing request prior to receipt and evaluation of Executive Branch views on the license application.

(e) The Commission will deny a request or petition that pertains solely to matters outside its jurisdiction.

(f) If an issue has been adequately explored in a previous licensing hearing conducted pursuant to this part, a request for a new hearing in connection with that issue will be denied unless:

(1) A hearing request or intervention petition establishes that an interest may be affected; or

(2) The Commission determines that changed circumstances or new information warrant a new hearing.

(g) After consideration of the factors covered by paragraphs (a) through (f), the Commission will issue a notice or order granting or denying a hearing request or intervention petition. Upon the affirmative vote of two Commissioners a hearing will be ordered. A notice granting a hearing will be published in the *Federal Register* and will specify whether the hearing will be oral or consist of written comments. A denial notice will set forth the reasons for denial.

§ 110.85 Notice of hearing consisting of written comments.

(a) A notice of hearing consisting of written comments will:

(1) State the issues to be considered;

(2) Provide the names and addresses of participants;

(3) Specify the time limits for participants and others to submit written views and respond to any written comments; and

(4) State any other instructions the Commission deems appropriate.

(b) The Secretary will give notice of any hearing under this section and § 110.86 to any person who so requests.

§ 110.86 Notice of oral hearing.

(a) A notice of oral hearing will:

(1) State the time, place and issues to be considered;

(2) Provide names and addresses of participants;

(3) Designate the presiding officer;

(4) Specify the time limit for participants and others to indicate whether they wish to present views; and

(5) State any other instructions the Commission deems appropriate.

(b) If the Commission is not the presiding officer, the notice of oral hearing will also state:

(1) When the jurisdiction of the presiding officer commences and terminates;

(2) The powers of the presiding officer; and

(3) Instructions to the presiding officer to certify promptly the completed hearing record to the Commission without preliminary decision or findings, unless the Commission directs

otherwise.

§ 110.87 Conditions in a notice or order.

(a) A notice or order granting a hearing or permitting intervention may restrict irrelevant or duplicative testimony, or require common interests to be represented by a single spokesman.

(b) If a participant's interests do not extend to all the issues in the hearing, the notice or order may limit his participation accordingly.

(c) Unless authorized by the Commission, the granting of participation will not broaden the hearing issues.

§ 110.88 Authority of the Secretary.

The Secretary is authorized to prescribe time schedules and other procedural arrangements, when not covered by this part, and rule on related procedural requests.

§ 110.89 Filing and service.

(a) Hearing requests, intervention petitions, answers, replies, and accompanying documents shall be filed with the Commission by delivery or by mail or telegram to the Secretary, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555, Attention: Chief, Docketing and Service Branch.

(b) All filings and Commission notices and orders shall be served, as appropriate, upon the applicant; the Executive Legal Director, Nuclear Regulatory Commission, Washington, D.C. 20555; the Executive Secretary, Department of State, Washington, D.C. 20520; and participants, if any.

(c) Service is completed by:

(1) Delivering the paper to the person; or leaving it in his office with someone in charge; or, if there is no one in charge, leaving it in a conspicuous place in the office; or, if he has no office or it is closed, leaving it at his usual place of residence with some occupant of suitable age and discretion;

(2) Depositing it with a telegraph company, properly addressed and with charges prepaid;

(3) Depositing it in the United States mail, properly stamped and addressed; or

(4) Any other manner authorized by law, when service cannot be made as provided in subparagraphs (1) through (3).

(a) Proof of service, stating the name and address of the person served and the manner and date of service, shall be shown, and may be made by:

(1) Written acknowledgement of the person served or his authorized representative; or

(2) The certificate or affidavit of the person making the service.

(e) The Commission may make special provisions for service when circumstances warrant.

§ 110.90 Computation of time.

(a) In computing time, the first day of a designated time period is not included and the last day is included. If the last day is a Saturday, Sunday or legal holiday at the place where the

required action is to be accomplished, the time period will end on the next day which is not a Saturday, Sunday or legal holiday.

(b) In time periods of 7 days or less, Saturdays, Sundays and holidays are not counted.

(c) Whenever an action is required within a prescribed period by a paper served pursuant to § 110.89, 3 days shall be added to the prescribed period if service is by mail.

(d) An interpretation of this section is contained in § 8.3 of this chapter.

§ 110.91 Commission consultations.

(a) The Commission may consult at any time on a license application with the staff, Executive Branch or other persons.

(b) Where the Commission seeks public comment on procedural questions involving grant or denial of intervention petitions, the views of the Commission staff and the Executive Branch on standing and a hearing as a matter of right will be expressed through their public responses, except to the extent that classified information is involved.

(c) The views of the Commission staff and Executive Branch on whether a hearing should be held as a matter of discretion will be placed in the Public Document Room upon receipt by the Commissioners, except to the extent that these views are classified. The petitioners and the applicant will be notified at the time views on discretionary hearings are placed in the Public Document Room and provided a copy upon request.

Subpart J—Hearings

§ 110.100 Public hearings.

Hearings under this part will be public unless the Commission directs otherwise.

§ 110.101 Filing and service.

Filing and service of hearing documents shall be pursuant to § 110.89.

§ 110.102 Hearing docket.

For each hearing, the Secretary will maintain a docket which will include the hearing transcript, exhibits and all papers filed or issued pursuant to the hearing.

§ 110.103 Acceptance of hearing documents.

(a) Each document filed or issued shall be bound on the left side, clearly legible, and shall bear the docket number, license application number and hearing title.

(b) Each document shall be filed in one original and signed by the participant or his authorized representative, with his address and date of signature indicated. The signature is a representation that the document is submitted with full authority, the signator knows its contents and that, to the best of his knowledge, the statements made in it are true.

(c) A document not meeting the requirements of this section may be re-

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turned with an explanation for nonacceptance and, if so, will not be docketed.

§ 110.104 Presiding officer.

(a) The full Commission will ordinarily be the presiding officer at a hearing under this part. However, the Commission may provide in a hearing notice that one or more Commissioners, or any other person as provided by law, will preside.

(b) A participant may submit a written motion for the disqualification of any person presiding. The motion shall be supported by affidavit setting forth the alleged grounds for disqualification. If the presiding officer does not grant the motion or the person does not disqualify himself, the Commission will decide the matter.

(c) If any presiding officer designated by the Commission deems himself disqualified, he shall withdraw by notice on the record after notifying the Commission.

(d) If a presiding officer becomes unavailable, the Commission will designate a replacement.

(e) Any motion concerning the designation of a replacement presiding officer shall be made within 5 days after the designation.

(f) Unless otherwise ordered by the Commission, the jurisdiction of a presiding officer other than the Commission commences as designated in the hearing notice and terminates upon certification of the hearing record to the Commission, or when the presiding officer is disqualified.

§ 110.105 Responsibility and power of the presiding officer in an oral hearing.

(a) The presiding officer in any oral hearing shall conduct a fair hearing, develop a record that will contribute to informed decisionmaking, and, within the framework of the Commission's orders, have the power necessary to achieve these ends, including the power to:

- (1) Take action to avoid unnecessary delay and maintain order;
- (2) Dispose of procedural requests;
- (3) Question participants and witnesses, and entertain suggestions as to questions which may be asked of participants and witnesses;
- (4) Order consolidation of participants;
- (5) Establish the order of presentation;
- (6) Hold conferences before or during the hearing;
- (7) Establish reasonable time limits;
- (8) Limit the number of witnesses; and
- (9) Strike or reject duplicative or irrelevant presentations.

(b) Where the Commission itself does not preside:

- (1) The presiding officer may certify questions or refer rulings to the Commission for decision;
- (2) Any hearing order may be modified by the Commission; and
- (3) The presiding officer will certify the completed hearing record to the

Commission, which may then issue its opinion on the hearing or provide that additional testimony be presented.

§ 110.106 Participation in a hearing.

(a) Unless otherwise limited by this part or by the Commission, participants in a hearing may submit:

- (1) Initial and concluding written statements of position on the issues;
- (2) Written questions to the presiding officer; and
- (3) Written responses and rebuttal testimony to the statements of other participants.

(b) Participants in an oral hearing may also submit oral statements, questions, responses and rebuttal testimony.

(c) A participant in an import licensing hearing establishing that his interest may be affected, may be accorded additional procedural rights under Subpart G of Part 2 with respect to resolution of domestic factual issues regarding the public health, safety and environment of the United States, and the protection of the United States public against domestic theft, diversion or sabotage, to the extent that such issues are separable from the nondomestic issues associated with the license application.

§ 110.107 Presentation of testimony in an oral hearing.

(a) All direct testimony in an oral hearing shall be filed no later than 7 days before the hearing or as otherwise ordered or allowed.

(b) Written testimony will be received into evidence in exhibit form.

(c) Unless proscribed under § 110.87, members of groups which are designated as participants may testify in their individual capacities.

(d) Participants may present their own witnesses.

(e) Testimony by the Commission and the Executive Branch will be presented only by persons officially designated for that purpose.

(f) Participants and witnesses will be questioned orally or in writing and only by the presiding officer. Questions may be addressed to individuals or to panels of participants or witnesses.

(g) The presiding officer may accept written testimony from a person unable to appear at the hearing, and may request him to respond to questions.

(h) No subpoenas will be granted at the request of participants for attendance and testimony of participants or witnesses or the production of evidence.

§ 110.108 Appearance in an oral hearing.

(a) A participant may appear in a hearing on his own behalf or be represented by an authorized representative.

(b) A person appearing shall file a written notice stating his name, address and telephone number, and if an authorized representative, the basis of his eligibility and the name and address of the participant on whose behalf he appears.

(c) A person may be excluded from a hearing for disorderly, dilatory or contemptuous conduct, provided he is informed of the grounds and given an opportunity to respond.

§ 110.109 Motions and requests.

(a) Motions and requests shall be addressed to the presiding officer, and, if written, also filed with the Secretary and served on other participants.

(b) Other participants may respond to the motion or request. Responses to written motions or requests shall be filed within 5 days after service.

(c) When the Commission does not preside, in response to a motion or request, the presiding officer may refer a ruling or certify a question to the Commission for decision and notify the participants.

(d) Unless otherwise ordered by the Commission, a motion or request, or the certification of a question or referral of a ruling, shall not stay or extend any aspect of the hearing.

§ 110.110 Default.

When a participant fails to act within a specified time, the presiding officer may consider him in default, issue an appropriate ruling and proceed without further notice to the defaulting participant.

§ 110.111 Waiver of a rule or regulation.

(a) A participant may petition that a Commission rule or regulation be waived with respect to the license application under consideration.

(b) The sole ground for a waiver shall be that, because of special circumstances concerning the subject of the hearing, application of a rule or regulation would not serve the purposes for which it was adopted.

(c) Waiver petition shall specify why application of the rule or regulation would not serve the purposes for which it was adopted.

(d) Other participants may, within 10 days, file a response to a waiver petition.

(e) When the Commission does not preside, the presiding officer will certify the waiver petition to the Commission, which, in response, will grant or deny the waiver or direct any further proceedings.

(f) Regardless of whether a waiver is granted or denied, a separate petition for rulemaking may be filed pursuant to Subpart L of this part.

§ 110.112 Reporter and transcript for an oral hearing.

(a) A reporter designated by the Commission will record an oral hearing and prepare the official hearing transcript.

(b) Except for any classified portions, transcripts will be placed in the Public Document Room, and copies may be purchased from the Secretary, U.S. Nuclear Regulatory Commission, Washington, D.C. 20585.

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(c) Corrections of the official transcript may be made only as specified by the Secretary.

§ 110.113 Commission action.

(a) Upon completion of a hearing, the Commission will issue a written opinion including its decision on the license application, the reasons for the decision and any dissenting views.

(b) While the Commission will consider fully the hearing record, the licensing decision will be based on all relevant information, including information which might go beyond that in the hearing record.

(c) If the Commission considers information not in the hearing record in reaching its licensing decision, the hearing participants will be informed and, if not classified or otherwise privileged, the information will be placed in the Public Document Room and furnished to the participants.

(d) The Commission may issue a license before completion of a hearing if it finds that:

(1) Prompt issuance is required in the public interest, particularly the common defense and security; and

(2) A participant establishing that his interest may be affected has been provided a fair opportunity to present his views.

(e) The Commission may:

(1) Defer any hearing;

(2) Consolidate applications for hearing;

(3) Narrow or broaden the hearing issues; and

(4) Take other action as appropriate.

Subpart K—Special Procedures for Classified Information in Hearings

§ 110.120 Purpose and scope.

(a) This subpart contains special procedures concerning access to, and introduction of, classified information into hearings under this part.

(b) These procedures do not in any way apply to classified information exchanged between the Executive Branch and the Commission not introduced into a hearing. Such information will be declassified to the maximum extent feasible. The public statements of the Commission staff and Executive Branch will, to the extent consistent with classification requirements, reflect consideration of any such classified information.

§ 110.121 Security clearances and access to classified information.

(a) No person without a security clearance will have access to classified information.

(b) Only the Commission will act upon an application for access to classified information.

(c) To the extent practicable, applications for access to classified information shall describe the information to which access is desired and its level of classification (confidential, secret or other); the reasons for requesting

access; the names of individuals for whom access is requested; and the reasons why access is requested for those individuals.

(d) The Commission will consider requests for appropriate security clearances in reasonable numbers; conduct its review and grant or deny these in accordance with Part 10 of this chapter; and make a reasonable charge to cover costs.

(e) The Commission will not grant security clearances for access to classified information, unless it determines that the available unclassified information is inadequate on the subject matter involved.

(f) When an application demonstrates that access to classified information not introduced into a hearing may be needed to prepare a participant's position on the hearing issues, the Commission may issue an order granting access to this information to the participant, his authorized representative or other persons. Access will be subject to the conditions in paragraphs (e) and (j) and will not be granted unless required security clearances have been obtained.

(g) Once classified information has been introduced into a hearing, the Commission will grant access to a participant, his authorized representative or such other persons as the Commission determines may be needed by the participant to prepare his position on the hearing issues. Access will be subject to the conditions in paragraph (e) and (j) and will not be granted unless required security clearances have been obtained.

(h) For good cause, the Commission may postpone action upon an application for access to classified information.

(i) The Commission will grant access to classified information only up to the level for which the persons described in paragraphs (f) and (g) of this section are cleared and only upon an adequate commitment by them not to disclose such information subject to penalties as provided by law.

(j) The Commission will not in any circumstances grant access to classified information:

(1) Unless it determines that the grant is not inimical to the common defense and security; and

(2) Which it has received from another Government agency, without the prior consent of the originating agency.

(k) Upon completion of a hearing, the Commission will terminate all security clearances granted pursuant to the hearing and may require the disposal of classified information to which access has been granted or the observance of other procedures to safeguard this information.

§ 110.122 Classification assistance.

On the request of any hearing participant or the presiding officer (if other than the Commission), the Commission will designate a representative

to advise and assist the presiding officer or the participants with respect to security classification of information and the protective requirements to be observed.

§ 110.123 Notice of intent to introduce classified information.

(a) A participant shall seek the required security clearances, where necessary, and file with the Secretary a notice of intent to introduce classified information into a hearing at the earliest possible time after the notice of hearing.

(b) If a participant has not filed a notice of intent in accordance with this section, he may introduce classified information only if he gives to the other participants and the Commission prompt written notice of intent and only as permitted by the Commission when it determines that the public interest will not be prejudiced.

(c) The notice of intent shall be unclassified and, to the extent consistent with classification requirements, state:

(1) The subject matter of the classified information, which it is anticipated will be involved;

(2) The highest level of classification of the information (confidential, secret or other);

(3) When it is anticipated that the information would be introduced; and

(4) The relevance and materiality of the information to the hearing issues.

§ 110.124 Rearrangement or suspension of a hearing.

When a participant gives notice of intent to introduce classified information and other participants do not have the required security clearances, subject to § 110.121, the Commission may:

(a) Suspend or rearrange the normal order of the hearing to give other participants an opportunity to obtain the required security clearances with minimum delay in the conduct of the hearing; or

(b) Take such other action as it determines to be in the public interest.

§ 110.125 Unclassified statements required.

(a) It is the obligation of hearing participants to introduce information in unclassified form wherever possible, and to declassify, to the maximum extent feasible, any classified information introduced into the hearing. This obligation rests on each participant whether or not any other participant has the required security clearances.

(b) When classified information is offered for introduction into a hearing:

(1) The participant offering it shall, to the extent consistent with classification requirements, submit to the presiding officer and other participants an unclassified statement describing the substance of the classified information as accurately and completely as possible;

(2) In accordance with procedures

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agreed upon by the participants or prescribed by the presiding officer, and after notice to all participants and opportunity to be heard on the notice, the presiding officer will determine whether an unclassified statement may be substituted for the classified information in the hearing record without prejudice to the interest of any participant or the public:

(3) If the Commission determines that the unclassified statement (together with such unclassified modifications as it finds are necessary or appropriate to protect the interest of other participants and the public) adequately sets forth information in the classified matter which is relevant and material to the issues in the hearing, it will direct that the classified matter be excluded from the record of the hearing; and

(4) The Commission may postpone any of the procedures in this section until all other evidence has been received. However, a participant shall not postpone service of any unclassified statement required in this section.

§ 110.126 Protection of classified information.

Nothing in this subpart shall relieve any person from safeguarding classified information as required by law and rules, regulations or orders of any Government agency.

Subpart L—Rulemaking

§ 110.130 Initiation of rulemaking.

The Commission may initiate action to amend the regulations in this part on its own initiative or in response to a petition.

§ 110.131 Petition for rulemaking.

(a) A petition for rulemaking should be addressed to the Secretary, U.S. Nuclear Regulatory Commission, Washington, D.C. 20555, Attention: Chief, Docketing and Service Branch.

(b) The petition shall state the basis for the requested amendment.

(c) The petition may request the Commission to suspend all or part of any licensing proceeding under this part pending disposition of the petition.

(d) The Secretary will assign a docket number to the petition, place a copy in the Public Document Room and notice its receipt in the *FEDERAL REGISTER*.

(e) Publication may be limited by order of the Commission to the extent required by section 181 of the Atomic Energy Act.

§ 110.132 Commission action on a petition.

(a) The Commission may grant or deny the petition in whole or in part.

(b) If the petition is granted, a notice of proposed rulemaking or a notice of rulemaking will be published in the *FEDERAL REGISTER*.

(c) If the petition is denied, the petitioner will be informed of the grounds.

(d) Commission action on a petition

will normally follow, whenever appropriate, receipt and evaluation of Executive Branch views.

(e) The Commission, in exercising the discretion authorized by section 4(a)(1) of the Administrative Procedure Act (5 U.S.C. 553(a)(1)), will decide what, if any, public rulemaking procedures will be followed.

§ 110.133 Notice of proposed rulemaking.

(a) When the Commission proposes to amend the regulations in this part, it will normally publish a notice of proposed rulemaking in the *FEDERAL REGISTER*.

(b) A notice of proposed rulemaking will include:

(1) The authority for the proposed rule;

(2) The substance and purpose of the proposed rule;

(3) Directions for public participation;

(4) The time and place of any public hearing; and

(5) If a hearing is to be held by other than the Commission, designating of a presiding officer and instructions for the conduct of the hearing.

(c) A notice of proposed rulemaking will be published not less than 15 days before any hearing, unless the Commission for good cause provides otherwise in the notice.

§ 110.134 Public participation.

(a) The Commission may hold an oral hearing on a proposed rule or permit any person to participate in a rulemaking proceeding through the submission of written comments.

(b) When it is in the public interest and is authorized by law, public rulemaking procedures may be omitted and a notice of rulemaking published pursuant to § 110.135.

§ 110.135 Notice of rulemaking.

(a) Upon approval of an amendment, the Commission will publish in the *FEDERAL REGISTER* a notice of rulemaking which includes a statement of its basis and purpose, effective date and, where appropriate, any significant variations from the amendment as proposed in any notice of proposed rulemaking.

(b) The effective date of an amendment will normally be no earlier than 30 days after publication of the notice of rulemaking, unless the Commission for good cause provides otherwise in the notice.

APPENDIX A—List of Nuclear Equipment and Material Under NRC Export/Import Licensing Authority*

(a) Nuclear reactors and specially designed or prepared parts and components therefor as follows:

(1) Reactor pressure vessels, i.e., metal vessels as complete units or as major shop-fabricated parts therefor, which are specially designed to contain the core of a nuclear reactor and are capable of withstanding the operating pressure of the primary coolant.

(2) Reactor fuel charging and discharging machines, i.e., manipulative equipment specially designed or prepared for inserting or removing fuel in a nuclear reactor.

(3) Reactor control rods, i.e., rods specially designed or prepared for the control of the reaction rate in a nuclear reactor.

(4) Reactor pressure tubes, i.e., tubes specially designed or prepared to contain fuel elements and the primary coolant in a nuclear reactor at an operating pressure in excess of 30 atmospheres.

(5) Reactor primary coolant pumps, i.e., pumps specially designed or prepared for circulating the primary coolant in nuclear reactors.

(6) Zirconium tubes, i.e., zirconium metal and alloys in the form of tubes or assemblies of tubes specially designed or prepared for use in a nuclear reactor.

(7) Reactor internals, e.g., core support structures, control rod guide tubes, thermal shields, baffles, core grid plates and diffuser plates specially designed or prepared for use in a nuclear reactor.

(8) Reactor control rod drive mechanisms, including detection and measuring equipment to determine flux levels.

(9) Any other component specially designed or prepared for use in a nuclear reactor.

(10) Specially designed or prepared parts and components for any of the above.

(b) Plants for the separation of the isotopes of source material, special nuclear material or lithium, and specially designed or prepared equipment and components therefor as follows:

(1) Uranium hexafluoride (UF₆) corrosion resistant valves.

(2) Units capable of separating isotopes of source material, special nuclear material or lithium, such as (i) gas centrifuges, (ii) jet nozzle separation units, (iii) vortex separation units, and (iv) laser isotope separation units.

(3) Uranium hexafluoride (UF₆) corrosion resistant axial or centrifugal compressors, and specially designed or prepared seals for such compressors.

(4) Gaseous diffusion barriers specially designed or prepared for use in separating isotopes of source material, special nuclear material or lithium.

(5) Gaseous diffuser housings specially designed or prepared for use in plants for separating isotopes of source material, special nuclear material or lithium.

(6) Heat exchangers specially designed or prepared for use in gaseous diffusion plants.

*Except for production and utilization facilities and the nuclear material listed in paragraphs (f), (g), and (h), applications for licenses to export the nuclear equipment and materials in this Appendix will be processed by the Department of Commerce until July 8, 1978.

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(7) Any other equipment or component specially designed or prepared for use in an isotope separation plant.

(8) Specially designed or prepared parts and components for any of the above.

(c) Plants for the reprocessing of irradiated nuclear reactor fuel elements or irradiated uranium and specially designed or prepared equipment and components therefor as follows:

(1) Fuel element chopping machines, i.e., remotely operated equipment specially designed or prepared to cut, chop or shear irradiated nuclear reactor fuel assemblies, bundles or rods.

(2) Criticality safe tanks, i.e., small diameter, annular or slab tanks specially designed or prepared for the dissolution of irradiated nuclear reactor fuel.

(3) Countercurrent solvent extractors specially designed or prepared for use in a reprocessing plant.

(4) Process control instrumentation specially designed or prepared for monitoring or controlling the processing of material in a reprocessing plant.

(5) Any other equipment or components specially designed or prepared for use in a reprocessing plant.

(6) Specially designed or prepared parts and components for any of the above.

(d) Plants for the fabrication of nuclear reactor fuel elements and specially designed or prepared parts and components therefor (export only).

(e) Plants for the production of heavy water, deuterium and deuterium compounds and specially designed or prepared parts and components therefor (export only).

(f) Special nuclear material.

(g) Source material.

(h) Byproduct material.

(i) Deuterium (export only).

(j) Nuclear grade graphite (export only).

NOTE.—See section 110.2 for definitions of the major terms used above.

APPENDIX B—LIST OF FOREIGN FACILITIES TO WHICH NUCLEAR EQUIPMENT MAY BE EXPORTED PURSUANT TO THE GENERAL LICENSE IN § 110.21 (RESERVED)

APPENDIX C—Categorization of nuclear material*

(Pursuant to IAEA INFCEC/223, Rev. 1)

Material	Form	Category		
		I	II	III*
1. Plutonium*	Unirradiated*	2 kg or more	Less than 2 kg but more than 500 g.	500 g or less
2. Uranium-235*	Unirradiated*			
	Uranium enriched to 20 pct U ²³⁵ or more	5 kg or more	Less than 5 kg but more than 1 kg.	1 kg or less.
	Uranium enriched to 10 pct U ²³⁵ but less than 20 pct.		10 kg or more	Less than 10 kg.
	Uranium enriched above natural, but less than 10 pct U ²³⁵ .			10 kg or more.
3. Uranium-233	Unirradiated*	2 kg or more	Less than 2 kg but more than 500 g.	500 g or less.

* All plutonium except that with isotope concentration exceeding 80 pct in plutonium-238.

* Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rd/h at 1 m unshielded.

* Natural uranium, depleted uranium, and thorium should be protected in accordance with prudent management practice. As a minimum, for quantities exceeding 500 kg, these materials should be kept under constant control and secured from unauthorized removal. Transport protection should include advance notification of shipment specifying mode of transport, expected time of arrival and confirmation of receipt of shipment.

* Irradiated fuel should be protected as category I, II, or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as category I or II before irradiation should only be reduced one category level, while the radiation level from the fuel exceeds 100 rd/h at 1 m unshielded.

* Physical security determinations will not be required for 15 g or less of plutonium, uranium-233 or high-enriched uranium, or for 1 kg or less of uranium with an enrichment between 10 and 20 pct in uranium-235.

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TRANSMITTAL NOTICE

CHAPTER NRC-3202 PUBLICATION OF UNCLASSIFIED REGULATORY AND
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SUPERSEDED:

	Number	Date
Chapter	NRC-3202	1/25/78
Page		
Appendix	NRC-3202	1/25/78 2/10/78

TRANSMITTED:

	Number	Date
TN	3200-14	
Chapter	NRC-3202	4/29/82
Page		
Appendix	NRC-3202	4/29/82

REMARKS:

Chapter NRC-3202 and its Appendix are revised to include:

1. Appropriate sections to assure prior coordination with NRC project managers of any proposed contractor's press or other media releases regarding NRC work.
2. Deletion of "environmental impact statements" from noncoverage, and addition of "grantees" to coverage.
3. Deletion of requirement that interim reports include title page indicated in appendix; specification that interim reports be technical letter reports (new definition 0417).
4. Addition of requirement, in paragraph -033.a, that Directors of Offices and Divisions assure the protection of proprietary material, if any, in contractor reports.
5. In paragraphs-033.c and d, deletion of requirement that standard and incidental distribution lists be provided to contractor.
6. In paragraph -035, addition of responsibility statement for Office of Public Affairs.
7. Change of the word "documents" to "reports". Under Section -04, DEFINITIONS, various changes have been made to reflect current needs in regulatory and research reports and eliminate the necessity of formalizing interim reports by adding a title page and completing Form 426A.
8. In paragraph -054, deletion of words "by the NRC program or project sponsor or the authorized contractor official." This change requires that all camera-ready copy be sent from the contractor to TIDC.

9. In Appendix, Part I is changed to Part II. New Part I, "Preparation of Reporting Requirements Portions of Statements of Work for Contracts and for Inclusion with Standard Orders for DOE Work," sets forth contract and work order provisions needed for various possible options now needed to accomplish the NRC mission.
10. Exhibits 1 through 6 updated to conform to current practice. A paragraph on Typography is added to specify single spacing and 8 1/2 x 11" pages.
11. Part II of Appendix renumbered Part III, "Technical Letter Reports." Section A revised to accommodate regulatory and research requirements, and Section C deleted.
12. Part III of Appendix changed to Part IV and revised to limit coverage to reports printed by DOE Laboratories for RES. A paragraph on Typography is added.
13. Deletion of former Part IV of Appendix, and reference made to NUREG-0650, "Technical Writing Style Guide."

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ADM

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

3202-01 COVERAGE

This chapter and its appendix handbook establish responsibilities, basic requirements, standards and procedures for the documentation, production and dissemination of regulatory and technical reports prepared by NRC consultants and grantees and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements. 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 and advisory committees.

3203-02 OBJECTIVES

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

022 To assure that dissemination of regulatory and technical reports is consistent with requirements for public availability of information on the regulatory process.

023 To assure that national security, patent rights, copyrights, and commercial proprietary rights are not compromised by the release, distribution, or dissemination of regulatory and technical reports from the NRC.

024 To assure that formal NRC contractor reports will carry the registered NRC designation NUREG/CR 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, develops and maintains, in consultation with Directors of Offices and Divisions, NRC standards, procedures and guides for the production and dissemination of regulatory and technical contractor reports.

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TORS, INCLUDING REPORTS PREPARED UNDER OR
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032 The Director, Division of Technical Information and Document Control:

- a. develops and administers a central document control system for identifying, printing and distributing contractor reports and responding to requests for them.
- b. develops and maintains guides and standards for the documentation, formatting, printing, dissemination, and public sale of contractor reports.
- c. assures that a system exists for review of contractor reports for adherence to patent, copyright and security policies prior to dissemination.
- d. establishes and administers interagency agreements necessary for the dissemination and public sale of 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. establishes distribution data banks, maintains official standard distribution lists for automatic distribution of contractor reports, and controls distribution to assure adherence to the Government Printing and Binding Regulations and the Privacy Act (Title 5, U.S. Code).

033 Directors of Offices and Divisions 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, Procedure for Placement of Work with the Department of Energy. In the Statement of Work:
 - (1) specify what reports will be reviewed for policy, management, regulatory 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).
 - (2) provide for the reviews necessary to insure that the national security, patent rights, copyrights, and commercial proprietary rights are not compromised by the release or dissemination of the reports. If DOE contractors are to be authorized to make

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

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the reviews, designate the contractor officials who are authorized to sign NRC Form 426A prior to NRC distribution of reports (see Appendix Part IV).

- (3) specify that all formal reports carry NUREG/CR 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.
 - (7) assure the protection of proprietary information, if any, in contractor reports.
- 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 Director, Office of the Executive Legal Director, provides legal review and advice to NRC staff on questions regarding inventions, patents, and use of copyrighted material.

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

036 The Director, Division of Security, provides review of reports to assure that national security interests are not compromised by the release.

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047 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 Division.

048 documentation - classification and associated required markings, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or interagency agreement number), date and availability.

049 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.

0410 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 review prior to preparation of the camera-ready copy.

0411 NRC project manager - the NRC staff member responsible for the work performed by a consultant or a contractor and his subcontractor, or for work performed under or pursuant to an interagency agreement.

0412 patent review - examination by legal staff to assure protection rights in inventions.

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

0414 regulatory and technical documents - information (reports) that has been prepared in support of regulatory and technical investigations and is to become a publicly available record.

0415 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.

0416 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 series, or draft or final material for inclusion in SERs or ESs.

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0417 technical letter 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.

0418 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 regulatory and technical reports. Because of the unique requirements of NRC boards, panels and advisory committees 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.

052 Forms. NRC Form 426A, "Publication Release for Unclassified NRC Contractor and Consultant Reports" (Exhibit 5) and NRC Form 335, "Bibliographic Data Sheet" (Exhibit 7) 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 regulatory and technical reports that are to be made publicly available and are 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

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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 manual chapters referenced are available from the Division of Technical Information and Document Control. The other publications are available from the locations given in the citation.

- a. Manual Chapter NRC-0260, "Printing, Copying, Graphics and Photography."
- b. Manual Chapter and Appendix NRC-2101, "NRC Security Program."
- c. Manual Chapter NRC-3203, "Distribution of Unclassified NRC Staff- and Contractor-Generated Documents."
- d. Manual Chapter NRC-1102, "Procedure for Placement of Work with DOE."
- e. Manual Chapter NRC-3206, "NRC Contractor Unclassified Papers, Journal Articles and Media Releases on Regulatory and Technical Subjects."
- f. Title 44, U.S. Code, "Public Printing and Documents," Government Printing Office.
- g. 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.
- h. Title 5, U.S. Code, "Government Organization and Employees," Government Printing Office.
- i. Savolainen et al., "Technical Writing Style Guide," U.S. NRC Report NUREG-0650, November 1979. Available from NRC/GPO Sales Program.

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PART I

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

A. LIST OF TECHNICAL REPORT REQUIREMENTS

List the technical reports required from each project, task or subtask, as applicable. State when and to whom they should be submitted and what they should contain. 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 series, or draft or final material for inclusion in SERs or ESs (see definitions below).

technical letter 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) and the contract number assigned to the project.

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 review prior to preparation of the camera-ready copy.

draft or final material for inclusion in SERs or ESs - written material requested for input to SERs to ESs to be issued as NUREGs. Such material may be edited or modified at the discretion of the NRC staff.

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/National Laboratory.

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

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 Laboratory with a JCP-authorized printing plant. The camera-ready copy is to be prepared in accordance with the provisions of this appendix, Part II (for contractors other than DOE contractors) or Manual Chapter 1102 (for DOE contractors). A style guide is also available free, upon request (NUREG-0650). The camera-ready copy is to be submitted by the contractor to the Director, NRC Division of Technical Information and Document Control, Washington, D.C. 20555, by first class mail, for printing and distribution. Reports printed for the Office of Nuclear Regulatory Research should be handled in accordance with Part IV of this appendix and/or Section 12, Exhibit 4, of Manual Chapter 1102.

C. REQUIREMENTS FOR DRAFT REPORTS

If a draft is desired prior to completion of a final technical letter report, formal technical report, or final material for inclusion in an SER or ES, state that requirement and the time frame for delivering the final camera-ready copy after receiving NRC 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 review prior to the preparation of final report, state that if there are NRC 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.

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
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TORS, INCLUDING REPORTS PREPARED UNDER OR
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NRC Appendix 3202
Part I

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 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 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 articles 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, paragraph 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

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

obtained from the NRC project manager. The NRC 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 Manual Chapter 3206 for provisions relating to payment of page charges and travel costs for presentation of papers.)

E. TYPOGRAPHY

The text of reports is to 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 PROPRIETARY INFORMATION

Proprietary information used in contractor reports must be noted on the cover and title page of the report by placing the word "PROPRIETARY INFORMATION" at the top and bottom on the front cover (if any) other than the cover sheet, title page (if any), the first page of text (if there is no front cover or title page), the outside of the back cover (if any), or outside of the back page if there is no back cover. The page(s) containing the proprietary information should also identify that information. The project manager must be fully informed of this and take responsibility for handling the report and informing TIDC of its proper disposition.

G. DISTRIBUTION OF REPORTS TO CONTRACTORS

Up to 50 copies of formal technical reports may be retained by or will be bulk shipped to the contractor by NRC for internal use. 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.

H. COORDINATION OF 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 release on nonroutine information without this prior coordination. This coordination

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TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

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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

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 prepared for NRC's Office of Nuclear Regulatory Research.
- b. With respect to classified documents and documents marked Official Use Only, Limited Official Use, Proprietary Information, and Safeguards Information, the requirements set forth in this part shall be used in conjunction with Manual Chapter NRC-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 alphanumeric number as the prime number unique to that report. The centralized document 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.

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TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

The NRC identification number will have the form:

NUREG/CR-1234

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' name 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.

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Appendix 3202
Part II

3. Availability Information

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

Available from GPO Sales Program
Division of Technical Information and Document Control
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Available from
National Technical Information Service (NTIS)
Springfield, Virginia 22161

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 Documents in Series

If the document being prepared is one in an ongoing series, list all previous documents in the series. Include document 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 report need not be followed if the style manual of the originating organization requires a different location.

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. Benish W. H. Buckner P. V. Thomas J. A. Lewis T. W. Gumpert/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. 20545
NRC FIN 83101

NRC FIN No.

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 a list of recipients and their complete addresses.

3. Distribution of Reports

All copies of 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.

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. Hazzard, R. L. Lynch, R. F. Lumb

Contractor Name
and Address

NUSAC Incorporated
7926 Jones Branch Drive
McLean, VA 22102

NRC Sponsorship

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

NRC Contract No.

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Appendix 3202

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-1576
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

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Appendix 3202

EXHIBIT 1

**SAMPLE COVER FOR UNCLASSIFIED FORMAL CONTRACTOR-PREPARED
DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR PURSUANT TO
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NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)

NUREG/CR-1676
NUSAC-556
Vol. 1

Title

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

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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

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
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TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

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

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to Improve Material Control**

Subtitle and Type of Report
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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. Manning, R. L. Lynch, R. F. Lumb

Contractor Name
and Address

NUSAC Incorporated
7926 Jones Branch Drive
McLean, VA 22102

NRC Sponsorship

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

NRC Contract No.

EXHIBIT 3

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

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

NUREG/CR-1952
SAND81-0151

Title

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

Type of Report
or Subtitle

Independent Verification Testing Program
Independent Verification Test-1

Author(s), Editor(s)

Prepared by L. L. Bonzon, W. H. Bucklew, F. V. Thome, J. A. Lewis, T. W. Gamore/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

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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. Burchett, W. H. Buckner, F. V. Thoms, J. A. Loomis, T. W. Gumpert/SNL
W. R. Rutherford & B. Bennett/NRC

Contractor's
Name and Address

Sandia National Laboratories
Albuquerque, NM 87185

NRC Sponsorship

Prepared for
Division of Resident and Regional Reactor Inspection
Office of Inspection and Enforcement
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555
NRC FIN 83101

NRC FIN No.

NRC Appendix 3202
Exhibit

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

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Approved: April 29, 1982

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 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.

OPTIONAL

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

Available from

GPO Sales Program
Division of Technical Information and Document Control
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

and

National Technical Information Service
Springfield, Virginia 22161

PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS

NRC Appendix 3202
Exhibit

EXHIBIT 7
NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET

NRC FORM 335 (7-77) U.S. NUCLEAR REGULATORY COMMISSION BIBLIOGRAPHIC DATA SHEET		1. REPORT NUMBER (Assigned by DOE)	
4. TITLE AND SUBTITLE (Add Volume No., if appropriate)		2. Leave blank!	
		3. RECIPIENT'S ACCESSION NO.	
7. AUTHOR(S)		5. DATE REPORT COMPLETED MONTH _____ YEAR _____	
9. PERFORMING ORGANIZATION NAME AND MAILING ADDRESS (Include Zip Code)		DATE REPORT ISSUED MONTH _____ YEAR _____	
		6. Leave blank!	
		8. Leave blank!	
12. SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include Zip Code)		10. PROJECT TASK WORK UNIT NO.	
		11. CONTRACT NO.	
13. TYPE OF REPORT		PERIOD COVERED (Include no. days)	
15. SUPPLEMENTARY NOTES		14. Leave blank!	
16. ABSTRACT (200 words or less)			
17. KEY WORDS AND DOCUMENT ANALYSIS		17a. DESCRIPTORS	
17b. IDENTIFIERS/OPEN-ENDED TERMS			
18. AVAILABILITY STATEMENT		19. SECURITY CLASS (The report)	21. NO. OF PAGES
		20. SECURITY CLASS (This abstract)	22. PRICE \$

PART III

TECHNICAL LETTER REPORTS

A. FORMAT

1. Applicability

- a. The requirements of this part apply to contractor technical letter reports.
- b. With respect to classified reports and reports "For Official Use Only," these requirements shall be used in conjunction with Chapter NRC-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. 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) and contract number assigned to the project. 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 REVIEW

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 implication.

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.

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TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

2. Security Review

In most cases, contractor reports will be unclassified. Should a report of classified work be required, however, the project manager must work with the Division of Security to establish the appropriate classification procedures and inform the contractor of such procedures.

PART IV

**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 agreement with NRC.
- b. With respect to classified reports and reports "For Official Use Only," the requirements set forth in this part shall be used in conjunction with Chapter NRC-2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards 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 alphanumeric number as the prime number unique to that document. The centralized document 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.

* The cover stock of the performing organization may be used; however it must include the data elements shown in Exhibit 3.

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

**PUBLICATION OF UNCLASSIFIED REGULATORY AND
TECHNICAL REPORTS PREPARED BY NRC CONTRAC-
TORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS**

The NRC identification number will have the form:

NUREG/CR-1234

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 following statement is required on the inside of the front cover (Exhibit 6):

Available from NRC/GPO Sales Program
Division of Technical Information and Document Control
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Available from
National Technical Information Service (NTIS)
Springfield, Virginia 22161

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 Documents in Series

If the document being prepared is one in an ongoing series, list all previous documents in the series. Include document 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

Do not use as reference or bibliographic material any document, personal communication, letter, memorandum or other material that is not publicly available in written form in the NRC or other government Public Document Room, in a public library or available from the author. State such availability for each entry or collectively for all entries. See NRC "Technical Writing Style Guide" for additional information and examples.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the report 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 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.

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

* 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.

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 a list of recipients and their complete addresses.

3. Distribution of Reports

All copies of 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.