

AWARD/CONTRACT

Page 1 of 2 Pages

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. (Proc. Inst. Ident.) No. NRC-33-89-143	3. EFFECTIVE DATE 07/01/89	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IRM-89-143
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5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin. Branch, P-902 Washington, DC 20555 CONTACT - Anita Hughes PHONE - 301-492-8353	6. ADMINISTERED BY Code: (If other than Item 5) Contract Administration Branch Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555
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7. NAME AND ADDRESS OF CONTRACTOR American Society of Mechanical Engineers 345 East 47th Street New York, New York 10017 Code: Facility Code:	8. DELIVERY () FOB ORIGIN (X) OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT
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10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 12

11. SHIP TO/ CODE MARK FOR Refer to F.4 Place of Delivery	12. PAYMENT WILL CODE BE MADE BY U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
() 10 U.S.C. 2304(c) () (X) 41 U.S.C. 253(c) (1)14. ACCOUNTING AND APPROPRIATION DATA
APPN No.: 31X0200.910 FIN No.: D1879
B&R No.: 910-20-09-260 OBLIGATE: \$29,894.10

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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Refer to Page 5 - Section B -
Supplies or Services and Prices/CostsB908040227 890712
PDR CONTR
NRC-33-89-143 PNU

15G. TOTAL AMOUNT OF CONTRACT \$29,894.10

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)

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

X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
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K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. () AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER

(Type or print)

JOHN L. YELAVICH
CUSTOMER SERVICE MGR.

19B. NAME OF CONTRACTOR

by John L. Yelavich
(Signature of person authorized to sign)

19C. DATE SIGNED

7/7/89

20A. NAME OF CONTRACTING OFFICER

Paul J. Edgeworth

20B. UNITED STATES OF AMERICA

by Paul J. Edgeworth
(Signature of Contracting Officer)

20C. DATE SIGNED

7/12/89

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide subscription services to the 1989 edition of the American Society of Mechanical (ASME) Boiler and Pressure Vessel Code, including automatic addenda service up to the 1992 edition in accordance with Attachments 3 through 9 which are incorporated herein and made a part of this contract.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUNE 1988)

The firm fixed price of this contract is \$29,894.10.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK (MAR 1987)

The Contractor shall provide subscription services to the 1989 edition of the American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, including automatic addenda service up to the 1992 edition in accordance with Attachments 3 through 9, which are incorporated herein and made a part of this contract.

Items shall be delivered as available July 1, 1989 through June 30, 1992. Deliveries shall be made at the contractor's established publication dates. Contractor shall send all bulk mailings to the addresses specified in Section F., Subsection F.4, Place of Delivery of this contract.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	JUL 1985	INSPECTION OF SUPPLIES -- FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

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

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	APR 1984	STOP-WORK ORDER
52.247-34	APR 1984	F.O.B. DESTINATION

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on July 1, 1989 and will expire on June 30, 1992.

(End of Clause)

F.3 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

The items required in Attachments 1 through 8 shall be delivered to include coverage for July 1, 1989, as available through June 30, 1992, at the Contractor's established publication dates.

F.4 PLACE OF DELIVERY

The items required herein shall be delivered in multiple copies to identified with the individual requirements of each location set forth below.

- | | |
|-----------------|--|
| A. Attachment 1 | U.S. Nuclear Regulatory Commission
Division of Reactor Safety
Region I - Attention: Jacque P. Durr
631 park Avenue
King of Prussia, PA 19406 |
| B. Attachment 2 | U.S. Nuclear Regulatory Commission
Office of Inspection and Enforcement
Region II - Jerome J. Blake/E. Scott
101 Marietta Street, Suite 2900
Atlanta, GA 30323 |
| C. Attachment 3 | U.S. Nuclear Regulatory Commission |

Office of Inspection and Enforcement
Region III - Attention: J. Choe
799 Roosevelt Road
Glen Ellyn, IL 60137

D. Attachment 4 U.S. Nuclear Regulatory Commission
Office of Inspection and Enforcement
Region IV - Attention: Mary Jean Gross
611 Ryan Plaza Drive; Suite 1000
Arlington, TX 76011

E. Attachment 5 U.S. Nuclear Regulatory Commission
Office of Inspection and Enforcement
Region V - Attention: A. Chaffee/Margaret
Brennes

1450 Maria Lane; Suite 210
Walnut Creek, CA 94596-5368

F. Attachment 6 U.S. Nuclear Regulatory Commission
Technical Training Center
Attention: Irene Haycraft
Osborne Office Center: Suite 200
Chattanooga, TN 37411

G. Attachment 7 Office of the Federal Register
NARS; Room 8401
Attention: Ms. Fran MacDonald
Washington, DC 20408

H. Attachment 8 *U.S. Nuclear Regulatory Commission
Library - Attention: Mary Ann Neel
Washington, DC 20555

*NOTE: For Attachment 8 Bulk Shipment - Non-U.S. Mail, 7920
Norfolk Avenue, Bethesda, MD 20814, no loading dock.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATAG.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)

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

Name: Eileen Chen

Address: U.S. Nuclear Regulatory Commission
Library Branch, P-160

Washington, DC 20555

Telephone Number: (301) 492-8501

b. The Project Officer is responsible for:

1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

2) Inspecting and accepting products/services provided under the contract.

3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 REMITTANCE ADDRESS (MAR 1987)

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

Name: American Society of Mechanical Engineers

Address: 22 Law Drive

P.O. Box 2300

Fairfield, NJ 07007-2300

ATTN: Accounting Department

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

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

(End of Clause)

H.2 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

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

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OMB CLEARANCE NUMBER 3150-0112) (JUNE 1988)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

b. Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) 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 under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

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

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

e. Access to and use of information.

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

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

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;

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

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

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or

privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

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

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

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

h. Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

(End of Clause)

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUNE 1988)

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

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES ALTERNATE I (APR 1987)
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-1	APR 1984	PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-20	APR 1984	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-3	AUG 1988	BUY AMERICAN ACT -- SUPPLIES
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

52.229-4	APR 1984	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
52.232-1	APR 1984	PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-24	APR 1984	PROHIBITION OF ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES -- FIXED-PRICE
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.249-1	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 PROMPT PAYMENT (52.232-25) (APR 1989)

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

(a) Invoice Payments

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

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

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

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

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

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

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period.

If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

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

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

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

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

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

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

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

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

(i) Is owed an interest penalty;

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

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

(b) Contract Financing Payments

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

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

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

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

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

(End of Clause)

I.3 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of Clause)

I.4 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (52.232-28) (APR 1989)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

1.5 DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3 thru 9	ASME Order Forms

(REVISED - 7/88)

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and three copies shall be submitted to:

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

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. The voucher must include the following:

- a. Contract number and date.
- b. Voucher number.
- c. Date of voucher.
- d. Payee's name and address. (Show the name of the contractor and its correct address. When an assignment has been made by the contractor, or a different payee has been designated, insert the name and address of the payee.)
- e. Description of articles or services, quantity, unit price, and total amount.
- f. Weight and zone of shipment, if shipped by parcel post.
- g. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

- h. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
- i. Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and 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.

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
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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.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

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

§20-1.5401 Scope and Policy

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

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

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

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

§20-1.5402 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§20-1.5404 Representation

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

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

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 20-1.5405-2 Special contract provisions.

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

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

(2) Software exclusion clauses;

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

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

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

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

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

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

§ 20-1.5406 Evaluation, findings, and contract award

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

(a) Disqualify the offeror from award,

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

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

§ 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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

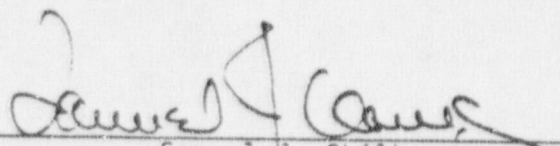
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC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

§20-1.5412 Remedies

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

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

For the Nuclear Regulatory Commission



Samuel J. Chilk
Secretary of the Commission

ORDER FORM

Region I - Attachment I

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity	Order Number	Title	ASME 1989 Boiler and Pressure Code Section	LIST PRICE	Total (\$)
	TX 0010	I Power Boilers		145.00	
1	TX 002 A	II Material Specifications			
1	TX 002 B	Part A - Ferrous Materials		280.00	280.00
1	TX 002 C	Part B - Nonferrous Materials		250.00	250.00
1	TX 002 C	Part C - Welding Rods, Electrodes and Filler Metals		140.00	140.00
1	TX 003 R	III Nuclear Power Plant Components			
1	TX 003 B	Subscription NCA - General Requirements for Division 1 and Division 2		140.00	140.00
1	TX 003 B	Division 1			
1	TX 003 C	Subsection NB - Class 1 Components		165.00	165.00
1	TX 003 D	Subsection NC - Class 3 Components		165.00	165.00
1	TX 003 E	Subsection ND - Class 3 Components		165.00	165.00
1	TX 003 F	Subsection NE - Class MC Components		165.00	165.00
1	TX 003 G	Subsection NF - Component Supports		120.00	120.00
1	TX 003 A	Subsection NG - Core Support Structures		120.00	120.00
1	TX 003 A	Appendices		220.00	220.00
1	TX 0032	Division 2:			
1	TX 0040	Code for Concrete Reactor Vessels and Containments		210.00	210.00
1	TX 0050	IV Heating Boilers		140.00	
1	TX 0060	V Nondestructive Examination		140.00	140.00
1	TX 0070	VI Recommended Rules for Care and Operation of Heating Boilers		75.00	
1	TX 0081	VII Recommended Guidelines for the Care of Power Boilers		95.00	
1	TX 0081	VIII Pressure Vessels			
1	TX 0082	Division 1		280.00	280.00
1	TX 0090	Division 2 - Alternative Rules		280.00	280.00
1	TX 0100	IX Welding and Brazing Qualifications		140.00	140.00
1	TX 0110	X Fiberglass-Reinforced Plastic Pressure Vessels		120.00	
1	TX 0011	XI Rules for Inservice Inspection of Nuclear Power Plant Components		255.00	255.00
1	TX 0120	* Code Cases Books		165.00	
1	TX 0120	Boilers and Pressure Vessels		225.00	
1	TX 0120	Nuclear Components		225.00	
1	TX 0230	Special Offer for All of Above		3444.00	3444.00
		x Special Offer for All of Above plus 2% Book XXX Binder		Total	\$6679.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007-2300

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Attn.: John Yeleovich -ASME

Ship to: U.S. Nuclear Regulatory Commission
Name: Region I - Div. of Reactor Safety
Company: Attn.: J. P. Durr
Address: 631 Park Avenue
City, State, Zip: King of Prussia, PA 19406
Tel:

Bill to: U.S. Nuclear Regulatory Commission
Name: Office of the Controller -MNBB 11104
Company: Division of Accounting and Finance
Address: Attn.: Gov't/Com Accounts
City, State, Zip: Washington, D.C. 20555

ASME Account No.: USNU792MD

Purchase Order No.:

Method of Payment:

Charge-By:

☐ Check/credit Interbank # \$6679.00

☐ Account # - 667.90-10% discount

☐ Use Account # =6011.10

☐ Expiration Date Signature + 20.00 Handling

☐ Payment Enclosed Total Amount Enclosed + 10.00 Shipping

☐ Bill My Company ☐ Bill Me =6041.10-NRC total cost

PG- Number

Ordering Information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

\$10 minimum when charging MasterCard or Visa

Region II - Attachment II

please type or print clearly below, order number,
quantity desired, title and total for each item.

			PRICE	
	TX 0010	I	Power Boilers	145.00
	TX 002 A	II	Material Specifications	
	TX 002 B		Part A - Ferrous Materials	280.00
	TX 002 C		Part B - Nonferrous Materials	250.00
	TX 002 C		Part C - Welding Rods, Electrodes and Filler Metals	140.00
	TX 003 R	III	Nuclear Power Plant Components	
	TX 003 B		Subscription NCA - General Requirements for Division 1 and Division 2	140.00
	TX 003 C		Division 1:	
	TX 003 D		Subsection NB - Class 1 Components	165.00
	TX 003 E		Subsection NC - Class 3 Components	165.00
	TX 003 F		Subsection ND - Class 3 Components	165.00
	TX 003 G		Subsection NE - Class MC Components	165.00
	TX 003 A		Subsection NF - Component Supports	120.00
			Subsection NG - Core Support Structures	120.00
			Appendices	220.00
			Division 2:	
	TX 0032		Code for Concrete Reactor Vessels and Containments	210.00
	TX 0040	IV	Heating Boilers	140.00
2	TX 0050	V	Nondestructive Examination	140.00
	TX 0060	VI	Recommended Rules for Care and Operation of Heating Boilers	75.00
	TX 0070	VII	Recommended Guidelines for the Care of Power Boilers	95.00
	TX 0081	VIII	Pressure Vessels	
	TX 0082		Division 1	280.00
	TX 0090		Division 2 - Alternative Rules	280.00
	TX 0100	IX	Welding and Brazing Qualifications	140.00
	TX 0110	X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00
6	TX 0011	XI	Rules for Inservice Inspection of Nuclear Power Plant Components	255.00
	TX 0120		Code Cases Books	
	TX 012 N		Boilers and Pressure Vessels	165.00
	TX 0230		Nuclear Components	225.00
1			Special Offer for All of Above	3444.00
			Special Offer for All of Above plus 2% Binding Binder	3444.00
			Total	\$5254.00

Phone orders Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Attn.: John Yelovich-ASME

BILL to: U.S. Nuclear Regulatory Commission
Name Office of the Controller_MNBB 11104
Company Division of Accounting and Finance
Address Attn.: Gov't/Com Accounts
City, State, Zip Washington, D.C. 20555

Method of Payment

\$10 minimum when charging MasterCard or Visa

Charged by:

Charged to _____

☐ Mastercard Interbank # _____ \$5254.00

Account # _____ - 525.40-10% discount

☐ Visa Account # _____ = 4728.60

Expenses Date _____ Signature _____ + 20.00 Handling

☐ Payments Enclosed Total Amount Enclosed + 10.00 Shipping

☐ Delivery Company ☐ Bill Me = 4758.60-NRC total po

P.O. Number _____

Ordering Information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

ORDER FORM

Region III - Attachment III

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity	Order Number	Title	ASME 1989 Boiler and Pressure Code Section	LIST PRICE	Total (\$)
	TX 0010	I	Power Boilers	145.00	
	TX 002 A	II	Material Specifications		
	TX 002 B		Part A - Ferrous Materials	280.00	
	TX 002 C		Part B - Nonferrous Materials	250.00	
	TX 002 D		Part C - Welding Rods, Electrodes and Filler Metals	140.00	
	TX 003 R	III	Nuclear Power Plant Components		
	TX 003 B		Subscription NCA - General Requirements for Division 1 and Division 2	140.00	
	TX 003 C		Division 1:		
	TX 003 D		Subsection NB - Class 1 Components	165.00	
	TX 003 E		Subsection NC - Class 2 Components	165.00	
	TX 003 F		Subsection ND - Class 3 Components	165.00	
	TX 003 G		Subsection NE - Class MC Components	165.00	
	TX 003 H		Subsection NF - Component Supports	120.00	
	TX 003 I		Subsection NG - Core Support Structures	120.00	
	TX 003 J		Appendices	220.00	
	TX 003 K		Division 2:		
	TX 003 L		Code for Concrete Reactor Vessels and Containments	210.00	
	TX 0040	IV	Heating Boilers	140.00	
	TX 0050	V	Nondestructive Examination	140.00	
	TX 0060	VI	Recommended Rules for		
	TX 0070		Care and Operation of Heating Boilers	75.00	
	TX 0080	VII	Recommended Guidelines for		
	TX 0090		the Care of Power Boilers	95.00	
	TX 0081	VIII	Pressure Vessels		
	TX 0082		Division 1	280.00	
	TX 0090		Division 2 - Alternative Rules	280.00	
	TX 0100	IX	Welding and Brazing Qualifications	140.00	
	TX 0110	X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00	
	TX 0120	XI	Rules for Inservice Inspection of		
	TX 0130		Nuclear Power Plant Components	255.00	
	TX 0140		Code Cases Books		
	TX 0150		Boilers and Pressure Vessels	165.00	
	TX 0160		Nuclear Components	225.00	
1	TX 0230		Special Offer for All of Above	3444.00	3444.00
			Special Offer for All of Above plus 24 Binder		
			Total		\$3444.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007-2300

Attn.: John Yeleovich-ASME

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Ship to:	U.S. Nuclear Regulatory Commission	Bill to:	U.S. Nuclear Regulatory Commission
Name:	Region III- Office of Inspection & Enforcement	Name:	Office of the Controller -MNBB 11104
Company:		Company:	Division of Accounting and Finance
Address:	Attn.: J. Choe	Address:	Attn.: Gov't/Com Accounts
City, State, Zip:	799 Roosevelt Rd.	City, State, Zip:	Washington, D.C. 20555
Tel:	Glen Ellyn, Illinois 60137		

ASME Account No.: USNU792MD

Purchase Order No.: _____

Method of Payment:

Charge My:

☒ MasterCard Interbank # _____ \$3444.00

☐ Agreement _____ - 344.40-10% discount

☒ Wire Remittance # _____ =3099.60

Expiration Date _____ Signature _____ + 20.00 Handling

☒ Payment Enclosed Total Amount Enclosed + 10.00 Shipping

☒ Bill My Company ☐ Bill Me =3129.60-NRC total cost

P.O. Number _____

Ordering Information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

ORDER FORM

Region IV - Attachment IV

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity	Order Number	Title	ASME 1989 Boiler and Pressure Code Section	LIST PRICE	Total (\$)
	TX 0010	I	Power Boilers	145.00	
	TX 002 A	II	Material Specifications		
	TX 002 B		Part A - Ferrous Materials	280.00	
	TX 002 C		Part B - Nonferrous Materials	250.00	
			Part C - Welding Rods, Electrodes and Filler Metals	140.00	
	TX 003 R	III	Nuclear Power Plant Components		
			Subscription NCA - General Requirements for Division 1 and Division 2	140.00	
	TX 003 B		Division 1:		
	TX 003 C		Subsection NB - Class 1 Components	165.00	
	TX 003 D		Subsection NC - Class 2 Components	165.00	
	TX 003 E		Subsection ND - Class 3 Components	165.00	
	TX 003 F		Subsection NE - Class MC Components	165.00	
	TX 003 G		Subsection NF - Component Supports	120.00	
	TX 003 A		Subsection NG - Core Support Structures	120.00	
			Appendices	220.00	
	TX 0032		Division 2:		
			Code for Concrete Reactor Vessels and Containments	210.00	
	TX 0040	IV	Heating Boilers	140.00	
1	TX 0050	V	Nondestructive Examination	140.00	140.00
	TX 0060	VI	Recommended Rules for Care and Operation of Heating Boilers	75.00	
	TX 0070	VII	Recommended Guidelines for the Care of Power Boilers	95.00	
	TX 0081	VIII	Pressure Vessels		
	TX 0082		Division 1	280.00	
1	TX 0090		Division 2 - Alternative Rules	280.00	
	TX 0100	IX	Welding and Brazing Qualifications	140.00	140.00
		X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00	
1	TX 0011	XI	Rules for Inservice Inspection of Nuclear Power Plant Components	255.00	255.00
			Code Cases Books		
	TX 0120		Boilers and Pressure Vessels	165.00	
	TX 012 N		Nuclear Components	225.00	
	TX 0230		Special Offer for All of Above	344.00	
			Special Offer for All of Above plus 2% Brokerage Binder		
			Total		\$535.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007-2300

Attn.: John Yeleovich-ASME

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Ship to: U.S. Nuclear Regulatory Commission
Name: Region IV - Office of Inspection & Enforcement
Company: Attn.: Mary J. Gross
Address: 611 Ryan Plaza Dr., Suite 1000
City, State, Zip: Arlington, Texas 76011

Bill to: U.S. Nuclear Regulatory Commission
Name: Office of the Controller - MNBB 11104
Company: Division of Accounting and Finance
Address: Attn.: Gov't/Com Accounts
City, State, Zip: Washington, D.C. 20555

ASME Account No.: USNU792MD

Purchase Order No.:

Method of Payment:

Charge My:

☒ MasterCard Interbank #

Account #

☐ Visa Account #

Expiration Date

Signature

☐ Bill Me Company

Total Amount Enclosed

☐ Bill Me

P.O. Number

\$10 maximum when charging MasterCard or Visa

\$535.00

- 53.50-10% discount

=481.50

+ 20.00 Handling

+ 10.00 Shipping

=511.50-NRC total cost

Ordering information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

ORDER FORM

Region V - Attachment V

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity Order Number Title ASME 1989 Boiler and Pressure Code LIST PRICE Total (\$)

	TX 0010	I	Power Boilers	145.00	
1	TX 002 A	II	Material Specifications		
	TX 002 B		Part A - Ferrous Materials	280.00	280.00
			Part B - Nonferrous Materials	250.00	
1	TX 002 C		Part C - Welding Rods, Electrodes and Filler Metals	140.00	140.00
1	TX 003 R	III	Nuclear Power Plant Components		
			Subscription NCA - General Requirements for Division 1 and Division 2	140.00	140.00
			Division 1:		
	TX 003 B		Subsection NB - Class 1 Components	165.00	165.00
	TX 003 C		Subsection NC - Class 2 Components	165.00	165.00
	TX 003 D		Subsection ND - Class 3 Components	165.00	165.00
	TX 003 E		Subsection NE - Class MC Components	165.00	165.00
	TX 003 F		Subsection NF - Component Supports	120.00	120.00
	TX 003 G		Subsection NG - Core Support Structures	120.00	120.00
	TX 003 A		Appendices	220.00	220.00
			Division 2:		
	TX 0032		Code for Concrete Reactor Vessels and Containment	210.00	
	TX 0040	IV	Heating Boilers	140.00	
1	TX 0050	V	Nondestructive Examination	140.00	140.00
	TX 0060	VI	Recommended Rules for Care and Operation of Heating Boilers	75.00	
	TX 0070	VII	Recommended Guidelines for the Care of Power Boilers	95.00	
	TX 0081	VIII	Pressure Vessels		
			Division 1:	280.00	
	TX 0082		Division 2 - Alternative Rules	280.00	
1	TX 0090	IX	Welding and Brazing Qualifications	140.00	140.00
	TX 0100	X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00	
1	TX 0011	XI	Rules for Inservice Inspection of Nuclear Power Plant Components	255.00	255.00
			Code Cases Books		
	TX 0120		Boilers and Pressure Vessels	165.00	
1	TX 012 N		Nuclear Components	225.00	225.00
	TX 0230		Special Offer for All of Above	3444.00	
			Special Offer for All of Above plus 24 Binder & Binding		
			Total		\$2440.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007-2300

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Attn.: John Yeleovich-ASME

Ship to: U.S. Nuclear Regulatory Commission Bill to: U.S. Nuclear Regulatory Commission
Name: Region V- Office of Inspection & Enforcement Name: Office of the Controller, MNBB 11107
Company: Company: Division of Accounting and Finance
Address: 1450 Maria Lane, Suite 210 Address: Attn.: Gov't/Com Accounts
City, State, Zip: Walnut Creek, CA 94596-5368 City, State, Zip: Washington, D.C. 20555
Tel: Tel: Attn.: A. Chaffee/Margaret Brennes

ASME Account No.: USNU792MD

Purchase Order No.: _____

Method of Payment:

Charge to:

☐ Wire Transfer Interbank # _____ \$2440.00

☐ Account # _____ - 244.00-10% discount

☐ Check # _____ = 2196.00

Expiration Date: _____ Signature: _____ + 20.00 Handling

☐ Enclosed Envelope Total Amount Enclosed + 10.00 Shipping

☐ Bill by Company ☐ Bill by ASME = 2226.00-NRC total cost

PO Number _____

Ordering information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

ORDER FORM

Technical Training Center - Attachment VI

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity Order Number Title ASME 1989 Boiler and Pressure Code Section LIST PRICE Total (\$)

1	TX 0010	I	Power Boilers	145.00	145.00
	TX 002 A	II	Material Specifications		
	TX 002 B		Part A - Ferrous Materials	280.00	
	TX 002 C		Part B - Nonferrous Materials	250.00	
			Part C - Welding Rods, Electrodes and Filler Metals	140.00	
1	TX 003 R	III	Nuclear Power Plant Components	140.00	140.00
			Subscription NCA - General Requirements for Division 1 and Division 2		
1	TX 003 B		Division 1:	165.00	165.00
1	TX 003 C		Subsection NB - Class 1 Components	165.00	165.00
1	TX 003 D		Subsection NC - Class 2 Components	165.00	165.00
1	TX 003 E		Subsection ND - Class 3 Components	165.00	165.00
1	TX 003 F		Subsection NE - Class MC Components	120.00	120.00
1	TX 003 G		Subsection NF - Component Supports	120.00	120.00
1	TX 003 H		Subsection NG - Core Support Structures	220.00	220.00
			Appendices		
1	TX 0032		Division 2:		
			Code for Concrete Reactor Vessels and Containments	210.00	210.00
	TX 0040	IV	Heating Boilers	140.00	
1	TX 0050	V	Nondestructive Examination	140.00	140.00
	TX 0060	VI	Recommended Rules for Care and Operation of Heating Boilers	75.00	
	TX 0070	VII	Recommended Guidelines for the Care of Power Boilers	95.00	
	TX 0081	VIII	Pressure Vessels		
	TX 0082		Division 1	280.00	
	TX 0090		Division 2 - Alternative Rules	280.00	
1	TX 0100	IX	Welding and Brazing Qualifications	140.00	140.00
	TX 0110	X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00	
1	TX 0011	XI	Rules for Inservice Inspection of Nuclear Power Plant Components	255.00	255.00
			Code Cases Books		
1	TX 0120		Boilers and Pressure Vessels	165.00	165.00
1	TX 012 N		Nuclear Components	225.00	225.00
	TX 0230		Special Offer for All of Above	344.00	
			Special Offer for All of Above plus 24 Binder		
			Total		2,540.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007-2300
Attn.: John Yeleovich - ASME

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Ship to: U.S. Nuclear Regulatory Commission
Name: Technical Training Center
Company: Attn.: Irene Haycraft
Address: Osborne Office Center; Suite 200
City, State, Zip: Chattanooga, Tenn. 37411
Tel: _____

Bill to: U.S. Nuclear Regulatory Commission
Name: Office of the Controller - MNBB 11104
Company: Division of Accounting and Finance
Address: Attn.: Gov't/Com Accounts
City, State, Zip: Washington, D.C. 20555

ASME Account No.: USNU792MD

Purchase Order No.: _____

Method of Payment:

Check/Deposit

☐ MasterCard Interbank # _____ \$2,540.00

☐ Account # _____ - 254.00-10% discount

☐ Visa Account # _____ = 2286.00

Expiration Date _____ Signature _____ + 20.00 Handling

☐ Payment Enclosed Total Amount Enclosed + 10.00 Shipping

☐ Bill My Company ☐ Bill Me = 2,316.00-NRC Total Cost

P.O. Number _____

\$10 minimum when charging MasterCard or Visa

Ordering Information for ASME Publications is on page 28.

To ensure accurate and prompt processing PLEASE submit your order in accordance with our Sales Policies.

ORDER FORM

Office of the Federal Register - Attachment VII

To order Special Publications, Conference Proceedings, Codes & Standards, Technical Papers, ASME Press Books, upon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity Order Number Title ASME 1989 Boiler and Pressure Code LIST PRICE Total (\$)

	TX 0010	I	Power Boilers	165.00	
	TX 002 A	II	Material Specifications		
	TX 002 B		Part A - Ferrous Materials	280.00	
	TX 002 C		Part B - Nonferrous Materials	250.00	
			Part C - Welding Rods, Electrodes and Filler Metals	140.00	
1	TX 003 R	III	Nuclear Power Plant Components		
			Subscription NCA - General Requirements for Division 1 and Division 2	140.00	140.00
1	TX 003 B		Division 1		
1	TX 003 C		Subsection NB - Class 1 Components	165.00	165.00
1	TX 003 D		Subsection NC - Class 2 Components	165.00	165.00
1	TX 003 E		Subsection ND - Class 3 Components	165.00	165.00
1	TX 003 F		Subsection NE - Class MC Components	165.00	165.00
1	TX 003 G		Subsection NF - Component Supports	120.00	120.00
1	TX 003 H		Subsection NG - Core Support Structures	120.00	120.00
			Appendices	220.00	220.00
1	TX 0032		Division 2		
			Code for Concrete Reactor Vessels and Containments	210.00	210.00
	TX 0040	IV	Heating Boilers	140.00	
	TX 0050	V	Nondestructive Examination	140.00	
	TX 0060	VI	Recommended Rules for Care and Operation of Heating Boilers	75.00	
	TX 0070	VII	Recommended Guidelines for the Care of Power Boilers	95.00	
	TX 0081	VIII	Pressure Vessels		
	TX 0082		Division 1	280.00	
	TX 0090		Division 2 - Alternative Rules	280.00	
	TX 0100	IX	Welding and Brazing Qualifications	140.00	
	TX 0110	X	Fiberglass-Reinforced Plastic Pressure Vessels	120.00	
1	TX 0011	XI	Rules for Inservice Inspection of Nuclear Power Plant Components	255.00	255.00
	TX 0120		Code Cases Books		
	TX 012 N		Boilers and Pressure Vessels	165.00	
	TX 0130		Nuclear Components	225.00	
	TX 0230		Special Offer for All of Above	3444.00	
			Special Offer for All of Above plus 25% Binding Binder		
			Total		\$1725.00

Send all orders to: ASME Order Department
22 Law Drive
Box 2300
Fairfield, NJ 07007 2300

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Attn.: John Yeleovich -ASME

Ship to: Office of the Federal Register
Name: Attn.: Ms. Fran MacDonald
Company: NARS, Room 8401
Address: Washington, D.C. 20408
City, State, Zip:
Tel:

Bill to: U.S. Nuclear Regulatory Commission
Name: Office of the Controller -MNBB 11104
Company: Division of Accounting and Finance
Address: Attn.: Gov't/Com Accounts
City, State, Zip: Washington, D.C. 20555

ASME Account No.: USNU792MD

Purchase Order No.:

Method of Payment:

Charge by:

☐ MasterCard Interbank #

Account #

☐ New Account #

Expiration Date

Signature

☐ Statement Enclosed

Total Amount Enclosed

☐ Bill Me Personally

☐ Bill Me

PO Number

\$10 minimum when charging
MasterCard or Visa

\$1725.00

- 172.50-10% discount

=1552.50

+ 20.00 Handling

+ 10.00 Shipping

=1582.50-NRC total cost

Ordering Information for ASME Publications is on page 28.

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ORDER FORM

NRC Headquarters - Attachment VIII

To order Special Publications, Conference Proceedings, Codes and Standards, Technical Papers, ASME Press Books, Coupon Books or Public Affairs Materials,

please type or print clearly below, order number, quantity desired, title and total for each item.

Quantity	Order Number	Title	Section	ASME 1989 Boiler and Pressure Code	LIST PRICE	Total (\$)
	TX 0010	I Power Boilers			145.00	
	TX 002 A	II Material Specifications				
	TX 002 B	Part A - Ferrous Materials			260.00	
	TX 002 C	Part B - Nonferrous Materials			250.00	
		Part C - Welding Rods, Electrodes and Filler Metals			140.00	
	TX 003 R	III Nuclear Power Plant Components				
		Subscription NCA - General Requirements for Division 1 and Division 2			11.00	
	TX 003 B	Division 1				
	TX 003 C	Subsection NB - Class 1 Components			165.00	
	TX 003 D	Subsection NC - Class 2 Components			165.00	
	TX 003 E	Subsection ND - Class 3 Components			165.00	
	TX 003 F	Subsection NE - Class MC Components			165.00	
	TX 003 G	Subsection NF - Component Supports			120.00	
	TX 003 A	Subsection NG - Core Support Structures			120.00	
		Appendices			220.00	
	TX 0032	Division 2				
		Code for Concrete Reactor Vessels and Containments			210.00	
	TX 0040	IV Heating Boilers			140.00	
	TX 0050	V Nondestructive Examination			140.00	
	TX 0060	VI Recommended Rules for Care and Operation of Heating Boilers			75.00	
	TX 0070	VII Recommended Guidelines for the Care of Power Boilers			95.00	
	TX 0081	VIII Pressure Vessels				
	TX 0082	Division 1			280.00	
	TX 0090	Division 2 - Alternative Rules			280.00	
	TX 0100	IX Welding and Brazing Qualifications			140.00	
	TX 0110	X Fiberglass-Reinforced Plastic Pressure Vessels			120.00	
	TX 0011	XI Rules for Inservice Inspection of Nuclear Power Plant Components			255.00	
	TX 0120	Code Cases Books				
	TX 012 N	Boilers and Pressure Vessels			165.00	
	TX 0130	Nuclear Components			235.00	
3	TX 0230	Special Offer for All of Above			3444.00	10,332.00
		Special Offer for All of Above plus 24 Binder				
					Total	10,332.00

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22 Law Drive
Box 2300
Fairfield, NJ 07007-2300

Phone orders: Call Toll Free 1-800-THE-ASME (843-2763)
In New Jersey, call 201-882-1167
Orders can be "FAXED" to 201-882-1717

Attn.: John Yeleovich-ASME

Ship to:	Bill to:
Name: U. S. Nuclear Regulatory Commission	Name: U. S. Nuclear Regulatory Commission
Company: Library	Company: Office of the Controller MNBB-11104
Address: Washington, D. C. 20555	Address: Division of Accounting and Finance
City, State, Zip: Attn.: Mary Ann Neel	City, State, Zip: Attn.: Gov't/Com Accounts
Tel:	Washington, D.C. 20555

Bulk Shipment (Non-U.S. Mail)
7920 Norfolk Avenue
Bethesda, Maryland 20814
(No loading dock)

ASME Account No.: USNU792MD

Purchase Order No.:

Method of Payment:

Charge-By:

☒ MasterCard InterBank #

\$10 minimum when charging MasterCard or Visa

\$10,332.00 Total

☐ Access #

- 1,033.20 - 10% discount

☐ Visa Account #

= 9,298.80

☐ Expiration Date

Signature

+ 20.00 Handling

☐ Payment Enclosed

Total Amount Enclosed

+ 10.00 Shipping

☐ Bill Me

= 9,328.80 - NRC Total Cost

P.O. Number

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For publications other than Codes and Standards see Part 1 (separate catalog) of the 1989 Publications Catalog.

CRG