



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

AUG 27 1996

SUBJECT: REQUEST FOR PROPOSAL NO. RS-RES-96-071 ENTITLED,
"RELAP5 THERMAL-HYDRAULIC CODE MAINTENANCE"

OFFERORS:

The U.S. Nuclear Regulatory Commission is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in Part I, Schedule.

It is our intention by this solicitation to secure the best qualified organization available to perform this project, cost and other factors considered.

Proposals for this requirement may be submitted by all concerns, i.e., large businesses, small businesses, and small businesses owned and controlled by socially and economically disadvantaged individuals. Notice to large businesses: The subcontracting plan requirements of P.L. 95-507 are applicable to this contract; thus, those concerns determined to be in the competitive range must be prepared to submit a detailed subcontracting plan. A source list comprising of the names and addresses of all concerns being solicited is enclosed.

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M.

If you have any questions concerning the requirements of this solicitation, please contact Deborah Neff, Contract Specialist, on (301) 415-8160 (collect calls will not be accepted).

Sincerely,

Mary H. Mace
Mary H. Mace, Contracting Officer
Technical Acquisition Branch No. 1
Division of Contracts
Office of Administration

Enclosures:
As stated

170093

9610180037 960827
PDR ORG NEACAM
PDR

017

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DF02

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-RES-96-071

COMPANY PHONE NUMBER
(Large Businesses are Identified with an Asterisk)

FLOW SIMULATION SERVICES
1426 SAN RAFAEL AVE., NE
ALBUQUERQUE, NM 87122

GEORGIA INSTITUTE OF TECH.
GEORGE W. WOODRUFF SCHOOL
225 NORTH AVE., NW
ATLANTA, GA 30332

MASSACHUSETTS INSTITUTE OF TECH.
PROFESSOR MUJID KAZIMI
BLDG. 24, ROOM 102
77 MASSACHUSETTS AVE.
CAMBRIDGE, MA 02139

MICHIGAN TECHNOLOGICAL UNIV.
1400 TOWNSEND DR.
HOUGHTON, MI 49931

NUMERICAL APPLICATIONS, INC.
TOM GEORGE
825 GOETHALS DR.
SUITE A
RICHLAND, WA 99352

RENSSELAER POLYTECHNIC INSTITUTE
DEPT. OF NUCLEAR ENGIN. & PHYSICS
110 8TH STREET
TROY, NY 12180

S. LEVY, INC.
RON ENGEL
3425 SOUTH BASCOM AVE.
SUITE 200
CAMPBELL, CA 95008

SCIEN TECH, INC.
SHIRLEY AFABLE
11140 ROCKVILLE PIKE
SUITE 500
ROCKVILLE, MD 20852

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-RES-96-071

COMPANY PHONE NUMBER
(Large Businesses are Identified with an Asterisk)

THE PENNSYLVANIA STATE UNIVERSITY
JEROME ITINGER
110 TECHNOLOGY CENTER
200 INNOVATION BLVD.
UNIVERSITY PARK, PA 16802

UNIVERSITY OF MARYLAND
2100 LEE BLDG.
COLLEGE PARK, MD 20742

SOLICITATION, OFFER AND AWARD

Page 1 of 3 Pages

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

2. CONTRACT NO.	3. SOLICITATION NO. RS-RES-96-071	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED 8/27/96	6. REQUISITION/PURCHASE REQ. NO. RS-RES-96-071	
7. ISSUED BY CODE ATTN: RS-RES-96-071 U.S. Nuclear Regulatory Commission Division of Contracts, Technical Acquisition Branch: #1 Mailstop T-712 Washington, D.C. 20555		8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Hand-carried offers (i.e., Express Mail & delivery services) must be delivered to Item 9 address

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

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 10/15/96. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-712 (call 415-7427 from the reception area for proposal pick-up). NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the central mail room located at 11555 Rockville Pike. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries.

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

CAUTION - LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS. SEE SECTION L. PROVISION NO. 52.214-7 OR 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation. (See the Provision in Section L, "Proposal Presentation and Format").

10. FOR INFORMATION CALL:	A. NAME: Deborah Neff	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 415-8160
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X SEC	11. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
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	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

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

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

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

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

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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SOLICITATION, OFFER AND AWARD
OFFER (CONTINUED)

Page 3 of 3 Pages

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] [] 41 U.S.C. 253(c) []		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY CODE (If other than Item 7)	25. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Accounting Sect.; T9E2 Washington, D.C. 20555	
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

RELAP5 Thermal-Hydraulic Code Maintenance

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide the personnel, facilities, and equipment required to provide code configuration control, correction of code error, code improvements, developmental assessment, documentation updates, and user support to NRC, its contractors, and CAMP members for the RELAP5/MOD3 codes.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of the base year is ____*____, of which the sum of ____*____ represents the estimated reimbursable costs, and of which ____*____ represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is ____*____.
- (d) It is estimated that the amount currently allotted will cover performance through ____*____.
- (e) Should the Government exercise Optional Task 5, the estimated cost for this effort is ____*____, of which the sum of ____*____, represents the estimated reimbursable costs, and of which ____*____, represents the fixed fee.
- (d) Should the Government exercise option year 1, the total estimated cost for full performance is ____*____, of which the sum of ____*____ represents the estimated

B.3 (Continued)

reimbursable costs, and of which _____ * _____ represents the fixed fee.

- (e) Should the Government exercise option year 2, the total estimated cost for full performance is _____ * _____, of which the sum of _____ * _____ represents the estimated reimbursable costs, and of which _____ * _____ represents the fixed fee.
- (f) Should the Government exercise option year 3, the total estimated cost for full performance is _____ * _____, of which the sum of _____ * _____ represents the estimated reimbursable costs, and of which _____ * _____ represents the fixed fee.
- (g) Should the Government exercise option year 4, the total estimated cost for full performance is _____ * _____, of which the sum of _____ * _____ represents the estimated reimbursable costs, and of which _____ * _____ represents the fixed fee.

[End of Clause]

*To be incorporated into any resultant contract

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

The Division of Systems Technology, Office of Nuclear Regulatory Research (RES), is developing the RELAP5 thermal-hydraulic code for use in reactor safety analyses for improving the safety of nuclear power plants throughout the world.

The RELAP5/MOD3 code in conjunction with a nuclear plant analyzer (NPA), PYGI (a program to create an input deck from a restart or plot file), and an INEL modified version of xmgr5 (a graphics plotting package) is being used for performing analysis of transients in operating reactors, analyses to support resolution of generic issues, evaluation of emergency operating procedures and accident management strategies, confirmation of licensee's analyses, testing of fidelity on NRC simulators, training exercises for NRC staff, and supporting analyses for the certification of the AP600 advanced PWR design.

The RELAP5/MOD3 is a one-dimensional best estimate thermal-hydraulic code that is primarily used for small-break loss-of-coolant accidents (SBLOCA) and other transients. It is the NRC's primary analysis tool for thermal-hydraulic safety studies and probabilistic risk assessments of operating and advanced light water reactor designs. The NPA, and xmgr5 are supporting graphics packages that are used with RELAP5.

The RELAP5, and NPA codes are being used by other international organizations performing reactor safety studies. The use of these codes by several users provide numerous calculations and assessments needed to validate and mature the codes. The NRC also benefits from this exchange by receiving code assessments and cash contributions from these organizations to defray some of the costs associated with the code development and conducting two international workshops to discuss issues related to these codes.

The availability of these codes to agencies of foreign governments through the International Code Applications and Maintenance Program (CAMP), will continue to support the agency's interest in cooperation which improves the safety of nuclear plants throughout the world.

The codes are currently provided to U.S. users for a nominal fee which covers shipping and handling, and code debugging. If U.S. users require assistance in using the code, such assistance will be offered on a cost-recovery basis. Both domestic users and CAMP

C.1 (Continued)

members continue to assess the codes against reactor operational and experimental data. As a result of these comparisons and through use of the code for plant safety assessment, many changes to the codes are suggested each year. When sufficient changes have been made to the codes, they are frozen for a suitable period and released, thus providing the users with an unchanging code which can be assessed.

The RELAP5 in conjunction with a NPA is being developed and maintained by INEL for the NRC.

In implementing this contract, an appropriate period of overlap (6 months) will be provided with the existing organization maintaining the RELAP5 code so as to facilitate a smooth transition and ensure all user needs are met during this period.

C.1.2 OBJECTIVE

The objective of this contract is to provide code configuration control, correction of code error, code improvements, developmental assessment, documentation updates and user support to NRC, its contractors, and CAMP members for the RELAP5/MOD3 code. The contractor shall provide the personnel, facilities, and equipment required to accomplish these objectives. Tasks to accomplish this objective shall be apportioned into four broad Task Areas with Subtasks delineated for each Task Area as appropriate, and one optional task. The first task requires the contractor to provide a single point of contact to assist code users. The second task requires the contractor to perform code maintenance and upgrades on the RELAP5 codes. The third task requires the contractor to apportion his costs for services to domestic code users on a cost recovery basis only. The fourth task area requires the contractor to prepare a cost estimate for the implementation of a plan to develop a new code which would combine the capabilities of several NRC thermal-hydraulic and neutronics codes into a single code, and finally the optional task requires the contractor to implement the plan discussed in task 4.

Technical and Other Special Qualifications Required

This project requires computer programmers who have experience and knowledge of the RELAP5/MOD3, NPA, xmgr5 codes (hereinafter referred to as the codes), and analysts who have experience and knowledge of thermal-hydraulic and reactor physics principles, numerical methods, and modeling which are applicable to transient and accident analyses of both operating and advanced PWRs and BWRs. In addition, computer capability to perform code development, validation, and assessment are required to meet the needs of the assigned staff and to release new code versions as agreed. Finally, there must also be diversity in the computer

C.1 (Continued)

code(s) capability to match systems used by most of the code users (i.e., SUN, IBM, DEC workstations).

C.1.3 SCOPE:

TASK AREA 1:

Provide a single point of contact for satisfying the code users requests for documentation, code versions or updates, modeling changes, improved code user convenience, assistance and diagnosis of user difficulties with the codes, corrections of coding "bugs", and updating of code documentation. During the execution of code improvements, adequate measures shall be taken to ensure the integrity of the code(s) through software quality control procedures. Updated codes shall ensure backward compatibility with plant input decks that were developed for old versions of the code e.g., provide "translators" to modify the input decks.

Subtasks:

1. Maintain configuration control, and a tape library of code versions, including ancillary data files and plotting routines. Restrict READ/WRITE access to supervised employees.
2. Distribute code versions to NRC-approved users in a form compatible with the user's computer system (Workstation), and in "user friendly" installation packages. The NRC will provide a list of all the approved users.
3. Provide telephone assistance during regular business hours, e.g. 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, to users to diagnose their difficulties with the code.
4. Maintain separate files of user trouble reports and user change requests for each code. On a quarterly basis, the contractor shall provide to the NRC Project Officer a proposed prioritization schedule, and estimated staff effort to meet these requests.
5. On a monthly basis, the contractor shall meet with the NRC Project Officer. The location of the meetings shall alternate each month between NRC Headquarters in Rockville, MD, and the contractor's site. The meetings shall be for one or two days to discuss the progress of the contract and any other technical details.
6. On a quarterly basis, publish a newsletter to all the code users that will share users' experiences, not otherwise reported, and advise them of code updates, documentation

C.1 (Continued)

changes, workshops and other items of interest to the users.

7. On a yearly basis, the contractor shall provide one training workshop for 20-25 novice and advanced users of the codes. The location of the workshop shall be alternated each year between the U.S. and Europe. The costs for the first year will be reimbursed by the NRC, and every course thereafter will be on a cost recovery basis.

Estimated Level of Effort for Task Area 1:

Base Year - 1 Staff-Year;
Option Yr. 1 - 1 Staff Year
Option Yr. 2 - 1 Staff Year
Option Yr. 3 - 1 Staff Year
Option Yr. 4 - 1 Staff Year

TASK AREA 2:

Perform code maintenance and upgrades for each code with strict adherence to ANSI standards* so as to assure code portability, code accuracy by quality assurance testing, documentation of code improvements, and code integrity by traceability procedures. The work is to be performed in a Quality Assurance (QA) environment.

Subtasks:

1. Perform engineering analyses of user-reported errors and document those analyses, the safety significance of the problem and their priority. Based on a priority assigned by and the NRC Project Officer, correct errors found by code users, by giving highest priority to those of great safety significance and low cost, and low priority to those of small safety significance. If error corrections require significant resources (more than one staff month) to correct, the contractor shall provide to the NRC Project Officer a written evaluation and proceed with error correction only after written approval from the NRC Project Officer. Conduct all code configuration controls according to applicable IEEE quality assurance standards* or comparable standards. Copies of these standards will be provided upon request. Define QA for error corrections and code improvements and submit a report describing these procedures (see Section F).
2. Code improvements and improvements in user convenience features shall be required throughout the contract period. However, these cannot be defined in advance, but deficiencies will be identified by NRC, its contractors, CAMP members or other users. As directed by the NRC Project Officer, these shall be evaluated to determine their importance and estimated cost to improve and implement, but shall be

C.1 (Continued)

implemented only upon written approval of the NRC Project Officer.

3. Code improvements which take advantage of advances in computer capabilities, and new experimental and assessment results shall be evaluated and recommendations made to NRC concerning their implementation, including schedule and cost.
4. Maintain and improve a formal process for developmentally assessing the codes against new experimental data and/or when modifications are made to the codes. The process shall be structured and automated to the extent practical and shall contain assessment cases sufficient to test and verify the code capabilities and the impact of code changes.
5. Prior to release of new versions of the code, the contractor shall developmentally assess, using a wide range of test cases, with particular attention to cases which test the acceptability of model changes made since the last released version that is, through comprehensive developmental assessment assure that error corrections/improvements in one area do not degrade the code's performance in other areas. This assessment shall be documented with an evaluation of each assessment case as well as a comparison of standard assessment cases for the current and prior versions of the code. The developmental assessment comparisons shall be automated to ensure that each new version of the code has gone through all previous development assessments. The assessment data base shall be expanded with applicable test cases as appropriate.
6. Existing code manuals shall be maintained and updated when improvements or error corrections are made and concurrent with the release of a new version of the code. The manuals shall be maintained in an electronic format as well as submitted to the NRC Project Officer for publication as NUREG/CR reports.

*ANS 7-432, IEEE 1012-1986, NUREG/BR-0167, and ANSI/ANS 10.3

Estimated Level of Effort for Task Area 2:

Base Year - 4 Staff Years
Option Yr. 1 - 4 Staff Years
Option Yr. 2 - 4 Staff Years
Option Yr. 3 - 4 Staff Years
Option Yr. 4 - 4 Staff Years

TASK AREA 3:

C.1 (Continued)

The contractor shall provide CAMP support, National, and International Interactions to all code users under this Task Area. The NRC will provide a list of all current code users which will be divided into two groups: Group 1 will include users working on NRC programs and international users who are CAMP members, and Group 2 users shall include all other users. All efforts performed on behalf of the Group 2 users shall be performed on a cost recovery basis only. User support shall include assistance with diagnosis of code problems, code distribution, engineering analyses, code changes, documentation and testing, and meetings (i.e., 2 CAMP meetings per year for 2 people, 3 days, in the U.S. or Europe).

Subtasks:

1. Provide members with user support required by the CAMP agreements, e.g., by providing the latest version of the codes and documentation, answering user questions and concerns, and distribute the quarterly newsletter.
2. Participate in and make presentations at CAMP semi-annual meetings, and prepare CAMP and Technical Program Committee (TPC) meeting minutes.
3. On a cost recovery basis, provide CAMP members support not specifically covered by numerous international agreements, e.g., workshops, training, etc. It is understood that the rates shall be the same as charged to the Government.
4. Evaluate CAMP member assessment reports (submitted as in-kind contributions under terms of the CAMP agreement) and submit them to the NRC Project Officer for publication as NUREG-IA reports.
5. Prepare Annual Summary Reports of Independent Assessments performed by CAMP participants for each of the codes.
6. Maintain cognizance of national and international developments in the area of thermal-hydraulic codes/experiments so as to be able to propose modeling improvements to RELAP5 and additions to its developmental assessment test matrix to ensure it retains a state-of-the-art thermal-hydraulic analysis capability.

Estimated Level of Effort for Task Area 3:

Base Year - 9 Staff Months
Option Yr. 1 - 9 Staff Months
Option Yr. 2 - 9 Staff Months
Option Yr. 3 - 9 Staff Months

C.1 (Continued)

Option Yr. 4 - 9 Staff Months

TASK AREA 4:

The NRC is currently studying the feasibility of consolidating several thermal-hydraulic codes that embody the same characteristics and address specific safety issues into one code. To that end, the NRC assembled a group of experts (e.g., in thermal hydraulics, numerical methods, and computer technology) to assess the capability of existing codes and the attributes that must be included in a future code to fulfil the needs defined below. A plan will be available to the NRC in December 1996, and will then be provided to the contractor. The contractor shall develop the cost to implement the plan and recommend the best means of achieving that end to better match today's and future needs. The specific needs are that the code must not involve reactor design information that is proprietary and must be capable of performing accident and transient analyses for operating reactors as well as advanced reactors. The code shall be easy to modify by the NRC staff to incorporate new models. The code shall include point, 1-D (dimension) and 3-D reactor kinetics to address different stability problems encountered in BWRs. The code shall also have compatible 1-D, 2-D, 3-D, two-phase fluid dynamic packages suited to address the components and geometries of interest and significant issues that pose a challenge to current codes, e.g., two-phase level tracking, thermal stratification. The code(s) shall use numeric solution schemes, programming language, and graphical user interface that achieve the best trade-off between code readability, maintainability, ease of use, robustness, (i.e., the ability to successfully run a transient to its conclusion without user intervention), speed and accuracy. The code data base shall be structured to exploit modern computer technology/architectures (e.g., parallel processing), as well as take advantage of developments in two-phase fluid dynamics. Every effort shall be made to make the new code backwardly compatible with the input decks developed for the present codes.

Estimated Level of Effort for Task Area 4:

Base Year - 6 Staff Months

TASK AREA 5 (OPTIONAL):

Should the NRC exercise this task, the contractor shall be required to develop an improved computer code. This may require additional talent and expertise than that needed for maintaining existing codes. At the NRC's discretion, and subject to the contractor assembling a talented team that is capable of developing innovative numerical schemes to solve complex multiphase fluid dynamic and neutronic problems associated with modeling of nuclear reactor accidents, the contractor shall

C.1 (Continued)

implement the plan, developed under Task Area 4, develop a thermal-hydraulic systems code(s) that would be applicable to all current light water reactor designs as well as the advanced passive LWRs.

NOTE: For estimation purposes, if the optional task is exercised this will be done within the base year of the contract. In addition, if exercised, this task shall be performed in conjunction with tasks 1-4 above.

Estimated Level of Effort for Task Area 5:

Base Year - 5 Staff Years
Option Yr. 1 - 5 Staff Years
Option Yr. 2 - 5 Staff Years
Option Yr. 3 - 5 Staff Years
Option Yr. 4 - 5 Staff Years

C.2 GOVERNMENT FURNISHED AND/OR PURCHASED EQUIPMENT/PROPERTY

The contractor may obtain from the NRC or purchase, upon the NRC Project Officers approval, 5-7 high performance workstations (see Attachment J for specifications), and/or upgrade or replace existing computer hardware as needed during the period of the contract to assure that the codes properly utilize state-of-the-art workstation capabilities and to maintain compatibility with the workstations used by NRC, its contractors, and CAMP members (i.e., UNIX). Identification of upgrade and/or replacement hardware shall be presented to the NRC Project Officer and purchases made only after prior written approval of the NRC Project Officer.

For estimation purposes, the following shall be used based on the assumption that the contractor will have to purchase the equipment.

Base Year - \$100,000
Option Yr. 1 - \$50,000
Option Yr. 2 - \$50,000
Option Yr. 3 - \$50,000
Option Yr. 4 - \$50,000

[End of Clause]

C.3 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

C.3 (Continued)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

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

[End of Clause]

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

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

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

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

[End of Clause]

F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

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

[End of Clause]

F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a monthly Technical Progress Report to the project officer, the contracting officer, and the property branch, M/S T-7D25. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Job Code number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work

F.3 (Continued)

requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

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

[End of Clause]

F.4 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

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

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
 - (1) Total estimated contract amount.
 - (2) Total funds obligated to date.
 - (3) Total costs incurred this reporting period.
 - (4) Total costs incurred to date.
 - (5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
 - (6) Balance of obligations remaining.
 - (7) Balance of funds required to complete contract/task order.
 - (8) Contractor Spending Plan (CSP) status:
 - (i) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (ii) Indicate if there has been a significant change in

F.4 (Continued)

the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item 8.

- (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

List property acquired for the project during the month with an acquisition cost of \$200 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."

For multiyear projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$200 or more showing the above information.

In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

- (b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22).
- (c) Provide the type of service(s) and total amount of recovery costs obtained from others.

[End of Clause]

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

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

(a) Project Officer (3 copies)

_____*____

(b) Contracting Officer (1 copy)

[End of Clause]

**F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on ____*____ and will expire on ____*____. The term of this contract may be extended at the option of the Government for an additional 4 one-year options.

[End of Clause]

**F.7 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL
VIEWS (DPVs)**

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

F.8 DELIVERABLES

1. On a quarterly basis, commencing on the effective date of the contract, the contractor shall provide, to the NRC Project Officer, a report which includes any user troubles and user change requests for each code. The report shall provide the contractors prioritization schedule and estimated staff effort required to meet these requests (Task Area 1).
2. On a quarterly basis, commencing on the effective date of the contract, the contractor shall publish a newsletter to the NRC Project Officer and all the code users, that includes the user's experiences, not otherwise reported, and advise them of code updates, documentation changes, workshops, and other items of interest to the users (Task Area 1).
3. On a quarterly basis, commencing on the effective date of the contract, the contractor shall provide, to the NRC Project Officer, a technical report which describes how error corrections and code improvements are made. The report shall include a description of the procedures used for quality assurance for error corrections and code improvements.
4. On an annual basis (one year from the effective date of the contract), the contractor shall provide, to the NRC Project Officer, a report of Independent Assessments performed by CAMP participants for each of the codes (Task Area 3).
5. Prior to the release of any revised versions of the code(s), the contractor shall submit to the NRC Project Officer, for review and approval, all documentation that reflects the changes made to the code(s), including assessments and user guidance.
6. All NRC approved released versions of the code (software) shall be provided to the NRC Project Officer.
7. Within three(3) months from the contractor receiving the plan, the contractor shall develop a cost estimate to implement the plan described in Task 4.

SECTION G - CONTRACT ADMINISTRATION DATA

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

- (a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: ____ * ____

Address: ____ * ____

Telephone Number: ____ * ____

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

G.1 (Continued)

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

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

G.1 (Continued)

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

[End of Clause]

*To be incorporated into any resultant contract

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

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

G.2 (Continued)

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

(End of Clause)

G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

*

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

[End of Clause]

*To be incorporated into any resultant contract

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

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System"

G.4 (Continued)

found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REQUIREMENTS FOR AUTOMATED DATA PROCESSING SERVICES (FEB 1995)

The proposer/contractor must identify all individuals and propose the level of ADP approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of ADP approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive automated information systems (ADP Level I). The ADP Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a Full Field Background Investigation (BI). The contractor shall submit through the Project Officer to the NRC Division of Security (SEC) within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of adverse

H.1 (Continued)

information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," ADP Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL II

Performance under this contract will involve contractor personnel who remotely develop and/or analyze sensitive automated information systems and data or otherwise have access to such systems and data (ADP Level II). The ADP Level II involves responsibility for the direction, planning, design, operation, or maintenance of a computer system by an individual whose work is normally technically reviewed by an ADP I sensitivity level employee to ensure the integrity of the system; other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of ADP Level I positions; and, all other computer or ADP positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a National Agency Check with Inquiries and Credit Investigation (NACIC). The contractor shall submit through the Project Officer to the NRC Division of Security within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of

H.1 (Continued)

adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," ADP Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF ADP ACCESS/REQUEST

When a request for investigation is to be withdrawn or cancelled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the NRC Division of Security so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the NRC Division of Security. Additionally, the Division of Security must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access approval under the NRC Computer Personnel Security Program.

[End of Clause]

H.2 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

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

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

H.2 (Continued)

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.
- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.
- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
 - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

H.2 (Continued)

- (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
- (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for

H.2 (Continued)

the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
 - (i) Use this information for any private purpose until the information has been released to the public;
 - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
 - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
 - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

H.2 (Continued)

- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
 - (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

H.3 CLARIFICATION

It is understood that any work performed in accordance with Section C, Task Area 3, of this contract, does not constitute violation of Section (c), work for others, under the Section H.2 "NRCAR 2052.209-73 Contractor Organization Conflict of Interest (JAN 1993)".

H.4 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

*

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

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

H.4 (Continued)

finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

*To be incorporated into any resultant contract

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

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

[End of Clause]

H.6 GOVERNMENT EQUIPMENT/PROPERTY

At contract award, the Contracting Officer will identify which of the following clauses, H.7 or H.9, will apply to this contract.

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (NOV 1994)

(a) The NRC will provide the contractor with the following items for use under this contract:

(b) The above listed equipment/property is hereby transferred from contract/agreement N/A.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.7 (Continued)

[End of Clause]

H.8 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

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

[End of Clause]

H.9 CONTRACTOR ACQUIRED GOVERNMENT EQUIPMENT/PROPERTY
(JUN 1988)

- (a) The Contractor is authorized to acquire and/or fabricate the equipment/property listed below for use in the performance of this contract.

_____ *

- (b) In the event that, during contract performance, the contractor determines that the acquisition cost for the above item(s) is expected to exceed the amount(s) contained in the contractor's proposal, the contractor shall notify the Contracting Officer, in writing, of that expectation and defer purchase of the items until the Contracting Officer has provided written approval.
- (c) Only the equipment/property listed above, in the quantities shown, will be acquired by the contractor. The above listed equipment/property is subject to the provisions of the "Government Property" clause.

*To be incorporated into any resultant contract.

[End of Clause]

H.10 DATA RIGHTS AND COPYRIGHTS

The rights specified in FAR 52.227-17, "Rights in Data - Special Works", incorporated in Section I.1, apply to all aspects of the contractor's work on thermohydraulic codes, including rights in software programs, software documentation, and screen displays. The rights specified in FAR 52.227-14, "Rights in Data - General", apply to any other data generated under the contract that is not encompassed by the term thermohydraulic codes as defined above. It is the government's intent to deny contractor requests to assert copyright under FAR 52.227(c)(1) for thermohydraulic codes first produced in the performance of this contract. Further, the

H.10 (Continued)

government reserves the right to direct the contractor to obtain and assign to the government or its designee copyrights for thermohydraulic codes first produced in the performance of this contract in accordance with FAR 52.227-17(c)(ii), should that be in the government's best interest.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	NEW MATERIALS	MAY 1995
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 1995
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-26	INTEGRITY OF UNIT PRICES	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	OCT 1995
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	OCT 1995
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1995
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONS. NT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN 1989
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JUN 1989
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-5	COST ACCOUNTING STANDARDS-- EDUCATIONAL INSTITUTIONS	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	MAR 1996
52.244-5	COMPETITION IN SUBCONTRACTING	JANUARY 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY--MODIFICATION (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____,

I.2 (Continued)

am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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

I.2 (Continued)

SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED
LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in Section C, Task Area 5 (Optional), in the quantity and at the price identified in Section B.3(e). The Contracting Officer may exercise this optional task within the base year of the contract.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE
CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.4 (Continued)

[End of Clause]

I.5 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

I.6 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under the regulatory blanket delegation of GSA's exclusive procurement authority for FIP resources.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	NRC Handbook 3.8
04	Standard Form 1411 with Instructions
05	Contractor Spending Plan (CSP) Instructions
06	Subcontracting Plan
07	High Performance Specifications
08	Procedures for Resolving NRC Contractor Differing Professional Views

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

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

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

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

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

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

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

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

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

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

Format: Claims should be submitted in the format depicted on

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

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

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

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

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the following: preparatory costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier.

Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

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

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

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

Supersession: These instructions supersede any previous billing instructions.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS - ATTACHMENT 1

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

<u>Official Agency Billing Office</u>	(a) Contract Number _____
U.S. Nuclear Regulatory Commission	Task Order No. (If Applicable) _____
Division of Contracts MS: T-7-I-2	(b) Voucher/Invoice # _____
Washington, DC 20555-0001	(c) Date of Voucher/Invoice _____
Payee's Name and Address _____	(d) Fixed Fee _____

Individual to Contact
Regarding this Voucher

Name: _____
Tel. No.: _____

(e) This voucher represents reimbursable costs for the billing period for
billing period from _____ through _____

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

Total Direct Costs _____

(g) Indirect Costs

(A) Overhead _____% of
_____ (Indicate Base)

(B) General & Administrative Expense
_____% of Cost Elements

Nos. _____

Total Direct & Indirect Costs _____

(h) Fixed-Fee (cite Formula): _____

(i) Total Amount Billed _____

(j) Adjustments _____

(k) Grand Totals _____

* (Requires Supporting Information -- See Attached)

SAMPLE SUPPORTING INFORMATION1) Direct Labor - \$24,000

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

Capitalized Non-Expendable Equipment

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

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @150.00 = \$900.00
\$2000.00

5) Premium Pay

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

6) Consultants' Fee

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

7) Travel

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

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

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

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

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

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

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

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

(c) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

(d) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.

(e) Billing Period. Insert the beginning and ending dates (day,

month, year) of the period during which costs were incurred and for which reimbursement is claimed.

- (f) Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

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

Labor Category	Hrs. Billed	Rate	Total	Cumulative Hrs. Billed
-------------------	----------------	------	-------	---------------------------

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

Start Date	Destination	Costs
From To	From To	\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing

period.

- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- (g) Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (h) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (i) Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.
- (j) Adjustments. For cumulative amount, include outstanding suspensions.
- (k) Grand Totals.

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

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title:
_____TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable): _____

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
--------------------	----------------	-------------------------	------------------------------	---------------------------

Labor

Materials

Subcontractor/
Consultant

Travel

Other (specify)

Common Costs

Total

Remarks: _____

PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS

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

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

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

DPV PROCEDURE

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

PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL

VIEWS

The DPV while being brief, shall contain the following as it relates to the subject matter of the contract: &L 10:14

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

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

The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

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

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

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-4 CONTINGENT FEE REPRESENTATION AND
AGREEMENT (APR 1984)

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

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

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--
- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

[End of Provision]

K.2 52.203-8 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY (SEP 1995) ALTERNATE I (SEP 1990)

- (a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.
- (b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer

K.2 (Continued)

shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and date]

K.2 (Continued)

[Typed name of the officer or employee responsible for the offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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

(End of certification)

- (c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

- (1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.
- (2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

K.2 (Continued)

- (3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.
- (4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.
- (5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.
- (6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.
- (d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.
- (e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.
- (f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's

K.2 (Continued)

employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

- (g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

[End of Provision]

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

K.3 (Continued)

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.4 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

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

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

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

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

(c) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

K.4 (Continued)

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. _____

(d) Corporate Status.

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

(e) Common Parent.

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

Name _____

TIN _____

[End of Provision]

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

- (a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

[End of Provision]

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

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

K.6 (Continued)

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

[End of Provision]

K.7 52.215-6 TYPE OF BUSINESS ORGANIZATION
(JUL 1987)

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

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

[End of Provision]

K.8 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

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

[End of Provision]

K.9 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCT 1995)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 7371.
- (2) The small business size standard is \$7.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents and certifies

K.9 (Continued)

as part of its offer that it [] is, [] is not a small business concern.

- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more individuals who are both socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

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

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has

K.9 (Continued)

been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

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

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

K.10 (Continued)

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

[End of Provision]

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

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

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

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

[End of Provision]

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

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

[End of Provision]

K.14 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)

- (a) Definitions. As used in this provision,

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

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

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

"Drug-free workplace" means the site(s) for the performance of

K.14 (Continued)

work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

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

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

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

- (b) By submission of its offer, the offeror, (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this provision;

K.14 (Continued)

- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

K.14 (Continued)

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

[End of Provision]

K.15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)

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

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

K.15 (Continued)

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

(c) Check the appropriate box below:

/___/ (1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

Date of Disclosure Statement: _____

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

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

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

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

Date of Disclosure Statement: _____

K.15 (Continued)

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

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

/___/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/___/ (4) Certificate of Interim Exemption.

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10

K.15 (Continued)

million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

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

/___/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million dollars. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

/___/ YES

/___/ NO

[End of Provision]

K.16 NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT
EMPLOYEES (JAN 1993)

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

[End of Provision]

K.17 NRCAR 2052.209-71 CURRENT/FORMER AGENCY
EMPLOYEE INVOLVEMENT (JAN 1993)

- (a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts, and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.
- (b) The offeror hereby certifies that there () are () are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

[End of Provision]

K.18 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993)

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

The award to _____ of a
contract or the modification of an existing contract

/ / does

/ / does not

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

- (a) If the representation, as completed, indicates that situations

K.18 (Continued)

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

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

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

[End of Provision]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

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

NUMBER	TITLE	DATE
52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	JUL 1995
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	JUL 1995
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD	OCT 1995
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.242-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

[End of Provision]

L.2 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1995)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the

L.2 (Continued)

extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) Information relative to an exception granted for prior or repetitive acquisitions.
- (ii) Catalog price information as follows:
 - (A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.
 - (B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.
 - (C) Additionally, for each catalog item that exceeds (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.
- (iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.
- (iv) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews,

L.2 (Continued)

or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (v) For a commercial item exception, information on prices at which the same item or similar items have been sold in the commercial market.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The offeror shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.
- (c) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

[End of Provision]

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

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

[End of Provision]

L.4 52.233-2 SERVICE OF PROTEST (OCT 1995)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an

L.4 (Continued)

agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mary H. Mace

Mailing Address

U.S. Nuclear Regulatory Commission
Division of Contracts, M/S T 7I2
Technical Acquisition Branch #1
Washington, D.C. 20555

Hand Carrying Address

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Technical Acquisition Branch #1
11545 Rockville Pike
Rockville, MD 20852-2738

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCA is a correct forum.)

[End of Provision]

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

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

[End of Provision]

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

- (a) All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards may not be made until a

L.6 (Continued)

contract has been awarded. Pursuant to requirements of FAR 15.1001(b)(2), preliminary notification will be provided before the award for small business set-aside procurements on negotiated procurements.

- (b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

[End of Provision]

L.7 NRCAR 2052.215-76 DISPOSITION OF PROPOSALS

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

[End of Provision]

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

- (a) Proposals must be typed, printed, or reproduced on letter-size paper and each copy must be legible.
- (b) Proposals in response to this Request for Proposal must be submitted in the following three (3) separate and distinct parts:

L.8 (Continued)

- (1) Two (2) original signed copies of this solicitation package. All applicable sections must be completed by the offeror.
 - (2) One (1) original and 4 copies of the "Cost Proposal."
 - (3) One (1) original and 4 copies of the "Technical and Management Proposal."
- (c) Correctness of the proposal. Caution--offerors are hereby notified that all information provided in its proposals, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.
- (d) Cost proposal.
- (1) The offeror shall use Standard Form 1411, Contract Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted. The Cost Proposal must be submitted separately from the Technical and Management Proposal.
 - (2) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.
 - (3) For any subcontract discussed under the Technical and Management Proposal, provide supporting documentation on the selection process, i.e., competitive vs. noncompetitive, and the cost evaluation.
 - (4) The offeror's proposal shall include a description and estimated acquisition/fabrication cost of property required for performance that has a proposed acquisition/fabrication cost of \$500 or more.
 - (5) If government furnished property will be provided under performance of the resulting contract or if contractor

L.8 (Continued)

acquired property is proposed for performance of this effort, the proposal shall provide the following information about the offeror's inventory system:

- (a) whether another U.S. Government agency has approved the inventory system
- (b) the date of such approval
- (c) a contact point with telephone number and address for the approving agency

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

(e) Technical and management proposal.

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

NOTE: The Technical proposal shall not exceed 50 pages, exclusive of resumes.

The Offeror shall submit in the Technical and Management Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

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

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

1. Personnel Qualification/Experience

- (1) Identify "Key Personnel," and for the person(s) so identified, specify the percentage of time currently

L.8 (Continued)

committed to other projects over the course of the proposed contract period of performance.

- (2) Include resumes for all professional personnel to be utilized in the performance of any resulting contract. Include educational background, (shall have college degree in thermal hydraulics, programming language, and numerical solution schemes), and specific pertinent work experience. In addition, shall have knowledge in physics, modelling, and experimental verifications of the models in RELAP5; numerical techniques; RELAP5 code architecture, database structure, and source coding sufficient to effectively correct user reported problems and implement new models.
- (3) Describe the proficiency in the scientific code quality assurance cycle, ensuring code auditability, modularity, portability, and maintainability, testability, and integrity, as well as clearly and completely organizing and presenting scientific and computer program materials for the purpose of code documentation and user training.
- (4) Describe the source of personnel required for performance of work under this contract including those not presently employed by the Offeror. If any of the personnel are under commitment, describe the terms of the commitment(s).
- (5) If the Offeror plans to obtain consultant services, explain the need for such services. List the proposed consultants by name, describe the work they will perform under this contract, and include related past experience. Individuals who are employees of the Contractor or of the U.S. Government are prohibited from being paid as a consultant under this contract.
- (6) If the Offeror plans to subcontract any of the work to be performed, list proposed subcontractors, if known, by name. Provide a detailed description of the work to be performed by the subcontractor.

2. Past Performance

Describe past related corporate experience. Provide the following information for six firms/organizations that you have provided same or similar services:

- Name of Organization:
- Description of Work:
- Dollar Amount:

L.8 (Continued)

- Description of Work:
- Dollar Amount:
- Contact Name and Phone No. for the Technical Monitor and Contracting Officer:

3. Technical Approach

- (1) Discuss the statement of work to substantiate the Offeror's understanding of the requirement.
- (2) Discuss the proposed method of approach to meet the objective.
- (3) Indicate potential problem areas and the approach to be taken to resolve these areas.
- (4) Include any statements of any interpretations, representations, or assumptions made by the Offeror.
- (5) Discuss your procedures for filing user trouble reports, responding by engineering analysis, establishing analysis files, enacting auditable code changes, performing code tests, maintaining user documentation, and maintaining a tape library, all of which procedures are thorough and efficient.

4. Management, Organization, Cost Control

- (1) Describe the management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the Project Manager.
- (2) Include an organization chart showing the relationship of the group designated for the contract to the corporate lines of authority.
- (3) Describe the technical disciplines and statement of the extent to which personnel not initially designated for the contract would be available if necessary.
- (4) Include a statement addressing the probability that subcontractors would be called upon to perform any part of the contract, with an identification of who they might be and of the parts of the contract they might be called upon to work on.
- (5) List any commitments with other organizations, Government and/or commercial, for the same or similar

L.8 (Continued)

effort.

- (6) Describe procedures to periodically review in-house organizational functions, conduct program reviews, insure quality control, and coordinate with the NRC.
- (7) Describe management controls expected to be utilized to preclude a contract cost growth.
- (8) Include a project management plan that describes the means for coping with widely fluctuating workloads, including: sources of personnel for tasks when they are assigned; a profile of the disciplines represented by each of these sources; and how the availability and access of key personnel can be assured.
- (9) The project management plan shall also describe the authority of the project manager over personnel and finances needed for the contract, his relationship to the rest of the corporation, and the methods to be used for controlling the contract, both administratively and technically. Include a description of the priority, at the corporate level, of the requirements set forth in the Statement of Work.

[End of Provision]

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

The NRC's estimate for the base year of this project is approximately 22,500 professional and clerical hours. The NRC's estimate for each option year is approximately 21,500 professional and clerical hours for a total of 86,000. For estimation purposes all offers shall use \$100,000 for the base year, and \$50,000 for each option year for work described in the Section C.2 of the Statement of Work. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

[End of Provision]

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

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

- (a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment,

L.10 (Continued)

discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

- (b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

[End of Provision]

L.11 ACCEPTANCE PERIOD (MAR 1987)

Because of the time required by the Government to evaluate proposals and make an award, offerors are instructed to specify on the SF-33 a proposal acceptance period of not less than 90 days.

[End of Provision]

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

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

[End of Provision]

L.13 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be 1 year. (See section F for any option periods)

[End of Provision]

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

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

L.14 (Continued)

alternate method of payment ensue.

Name: _____

Address: _____

[End of Provision]

L.15 SUBMISSION OF QUESTIONS BY OFFERORS

It shall be the obligation of the offeror to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, but prior to RFP closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work and other documents attached hereto or incorporated by reference herein. All questions are requested, in writing, within two weeks from the RFP issue date. The closing date will not be extended for the purpose of responding to offeror's questions received after two weeks from the RFP issue date.

SECTION M - EVALUATION FACTORS FOR AWARD

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

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

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

[End of Provision]

M.2 201-39.5202-4 EVALUATION OF OPTIONS--FIP
RESOURCES (OCT 1990 FIRMR)

(a) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. These prices will be adjusted by the applicable discount factors shown in N/A of the solicitation. Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

(b) Selection of an offer will be made on the basis of the most advantageous alternative to the Government provided that the contract prices reasonably represent the value of bona fide requirements for each fiscal year. This determination with respect to contract prices will be made after consideration of such factors as commercial or catalog prices for short-term leases, offeror system startup expenses, multiyear price protection, assured system life availability of equipment, software, and vendor support. If a determination is made that an offeror does not meet these criteria, that offer cannot be accepted for award.

M.3 NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION
OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT
THAN COST (JAN 1993)

(a) By use of numerical and narrative scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.4 below. These factors are listed in their relative order of importance. Award is made to the offeror:

M.3 (Continued)

- (1) Whose proposal is technically acceptable;
 - (2) Whose technical/cost relationship is most advantageous to the Government; and
 - (3) Who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.
- (b) Although cost is a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below is a more significant factor in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.
- (c) The Government may:
- (1) Reject any or all offers if the action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers received.
- (d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoints.
- (e) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.
- (f) In making the above determination, an analysis is performed by the Government that takes into consideration the results of the technical evaluation and cost analysis.

[End of Provision]

M.4 EVALUATION CRITERIA

1. PERSONNEL QUALIFICATION/EXPERIENCE (50 pts.)

Extent to which the offeror demonstrates their knowledge, experience, education, and other qualifications necessary to do the work described in this solicitation.

M.4 (Continued)

2. PAST PERFORMANCE

(20 pts.)

Extent to which the offeror demonstrates successful performance on past contracts for same or similar work as described in this solicitation.

3. TECHNICAL APPROACH

(20 pts.)

Extent to which the offeror demonstrates their approach to perform this contract.

4. MANGEMENT, ORGANIZATION, COST CONTROL

(10 pts.)

Extent to which the organization has the necessary management, organizational structure to effectively integrate the project team(s) involved in the required work, and control costs.

[End of Provision]

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

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

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

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

As used in §2009.570:

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

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

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

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

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

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that--

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

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

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

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

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

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

(a) General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1) (i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

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

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

could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

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

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

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

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

(5) (i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features

of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

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

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

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

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

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

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

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

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

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

(d) Other considerations.

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

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

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

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

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

§2009.570-5 Contract clauses.

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

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

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

(2) Software exclusion clauses;

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

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

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

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

(a) Disqualify the offeror from award;

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

(c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

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

§2009.570-8 Subcontracts.

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

§2009.570-9 Waiver.

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

(b) Waiver action is strictly limited to those situations in which:

(1) The work to be performed under contract is vital to the NRC program.

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

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

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

§2009.570-10 Remedies.

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

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-95-12

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series"

Purpose: Directive and Handbook 3.8 are being revised in their entirety to update information, to include editorial changes, and to add information about references. Specifically, the directive and handbook are being revised to specify that NRC must obtain prior approval from the Institute of Nuclear Power Operations (INPO) before referencing INPO documents and to explain how to reference proprietary reports.

Office and Division of Origin: Administration, Freedom of Information and Publications Services

Contact: Juanita Beeson, 415-7166

Date Approved: June 17, 1991 (Revised: July 9, 1995)

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information Disclosure

Directive: 3.8 Unclassified Contractor and Grantee Publications in the NUREG Series

Availability: U.S. Government Printing Office, (202) 512-2409

Unclassified Contractor and Grantee Publications in the NUREG Series

***Directive
3.8***

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U. S. Nuclear Regulatory Commission

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information
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ADM

Unclassified Contractor and Grantee Publications in the NUREG Series Directive 3.8

Policy (3.8-01)

U.S. Nuclear Regulatory Commission policy requires that the following publications published by NRC adhere to the documentation and production requirements, standards, and practices specified in this directive and handbook: (1) unclassified NRC contractor, consultant, or grantee formal reports, books, and international agreement reports in the NUREG/CR (contractor reports), NUREG/GR (grant reports), and NUREG/IA (international agreement reports) series; (2) reports and books by contractors of the U.S. Department of Energy (DOE); and (3) publications prepared for NRC under memoranda of understanding and interagency agreements.

Objectives (3.8-02)

- To ensure the production and dissemination of information and publications as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act. (a)
- To ensure technical staff and management reviews of formal reports and books before publication. (b)
- To ensure that national security, patent rights, copyrights, proprietary rights, and rights in other sensitive unclassified information, including those specified in interagency and international agreements and memoranda of understanding, are not compromised by the release or publication of information by NRC. (c)

Objectives

(3.8-02) (continued)

- To ensure that all unclassified NRC contractor or grantee publications in the NUREG series carry the registered Government identification NUREG/CR-0000, NUREG/GR-0000, or NUREG/IA-0000, with the exception of some publications prepared by grantees, and indicate the availability of source material used in these publications. (d)
- To ensure that NRC-sponsored book manuscripts receive proper peer review from experts within and outside NRC. (e)
- To provide uniform procedures for publishing formal reports and books prepared by NRC contractors or grantees. (f)

Organizational Responsibilities and Delegations of Authority

(3.8-03)

Executive Director for Operations (EDO)

(031)

Delegates to the Deputy Executive Directors for Operation decisionmaking authority for the resolution of differences between NRC and contractors about the contents of publications, about granting contractors permission to publish NRC-sponsored information in the open literature, and about permitting contractors to issue press or other media releases concerning NRC-sponsored information.

Deputy Executive Director for Nuclear Reactor Regulation, Regional Operations and Research (DEDR)

(032)

As delegated from the EDO, makes final decisions in the following areas for the Office of Nuclear Reactor Regulation, the Office of Nuclear Regulatory Research, and regional offices:

- When an office director refuses to publish an NRC-sponsored document because of irreconcilable differences between himself or herself and the author about the contents of the document. (a)

**Deputy Executive Director for Nuclear
Reactor Regulation, Regional Operations
and Research (DEDR)**
(032) (continued)

- When an office director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an office director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Deputy Executive Director for
Nuclear Materials Safety, Safeguards,
and Operations Support (DEDS)**
(033)

As delegated from the EDO, makes final decisions in the following areas for the offices reporting to the DEDS:

- When an office director refuses to publish an NRC-sponsored document because of irreconcilable differences between himself or herself and the author about the contents of the document. (a)
- When an office director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an office director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

Office Directors
(034)

- Ensure that publications will be reviewed in draft for acceptability before final printing and distribution by determining that they are consistent with agency policy, management decisions, and that they raise no significant legal issues. (a)
- Ensure that statements of work on contracts* include a requirement that contractors comply with this directive and handbook and with Government Printing and Binding Regulations. (b)

*"Contract" in this context encompasses the "Standard Order for DOE Work" (NRC Form 173), interagency and international agreements, and grants.

Volume 3, Part 1 - Publications, Mail, and Information Disclosure
Unclassified Contractor and Grantee Publications in the NUREG Series
Directive 3.8

Office Directors
(034) (continued)

- Sign, or delegate signature authority for, the NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports" (Exhibit 1 of Handbook 3.8), and for memoranda requesting reprints of contractor publications. (c)

Director, Office of Administration (ADM)
(035)

As delegated from the DEDS, administers NRC's programs and policies for publishing unclassified contractor and grantee reports and books in the NUREG series.

Director, Division of Freedom of Information and Publications Services, (DFIPS), ADM
(036)

- Develops and administers, as delegated from the Director, ADM, NRC's program and policies for publishing unclassified contractor, consultant, and grantee formal reports, books, and international agreement reports in the NUREG/CR, NUREG/GR, and NUREG/IA series. (a)
- Applies the policy, procedures, standards, and guides for the documentation, formatting, composition, printing, and dissemination of NRC-sponsored publications in the NUREG series consistent with the mission of the agency and in accordance with the requirements of the Government Printing and Binding Regulations issued by the Joint Committee on Printing, U.S. Congress. (b)
- Develops and administers the central agency publication numbering system for identifying, producing, and retrieving unclassified NRC-sponsored publications in the NUREG series. (c)

Director, Division of Contracts (DC), ADM
(037)

Ensures that those requests for proposals, invitations for bids, and grant proposals, and the ensuing contracts and grants that require

Director, Division of Contracts (DC), ADM
(037) (continued)

publications as deliverables include provisions requiring that contractors comply with this directive and handbook and with Government Printing and Binding Regulations.

Applicability
(3.8-04)

Employees
(041)

All NRC employees shall follow the policy and guidance specified in this directive and handbook.

Other Publications
(042)

The provisions of this directive and handbook do not apply to NRC staff publications in the NUREG series, NRC docket material, or documents created by NRC boards, panels, advisory committees, or offices that report to the Commission.

Handbook
(3.8-05)

Handbook 3.8 gives detailed guidelines for preparing unclassified contractor and grantee publications in the NUREG series.

References
(3.8-06)

A Manual of Style, University of Chicago Press.

Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.).

"Copyrights," Title 17, *United States Code*.

"Cost Principles for State and Local Governments," OMB Circular A-87, Office of Management and Budget, January 1981.

Energy Reorganization Act of 1974, as amended (42 U.S.C. 5801 et seq.).

References

(3.8-06) (continued)

"Federal Grant and Cooperative Agreement Act," Pub. L. 95-224, February 3, 1978.

"Federal Regulation Requirements," Executive Order 12291, February 17, 1981 (5 U.S.C. 5601 Note).

Freedom of Information Act (5 U.S.C. 552).

Government Printing and Binding Regulations, Pub. L. 101-9, February 1990.

"Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," OMB Circular A-110, Office of Management and Budget, July 1976.

Memorandum of Understanding Between the Department of Energy and the U.S. Nuclear Regulatory Commission, February 24, 1978.

Memorandum of Agreement Between the Institute of Nuclear Power Operations and the U.S. Nuclear Regulatory Commission, dated September 17, 1993.

NRC Management Directive 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

— 3.11, "Conferences and Conference Proceedings."

— 12.2, "NRC Classified Information Security Program."

— 12.6, "NRC Sensitive Unclassified Information Security Program."

NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series," November 1990.

NUREG/BR-0075, Revision 2, "NRC Field Policy Manual," Field Policy Manual No. 9, dated March 22, 1993.

"Public Printing and Documents," Title 44, Chapter 3, Government Printing Office, *United States Code*.

U.S. Government Printing Office Style Manual, 1984.

Unclassified Contractor and Grantee Publications in the NUREG Series

***Handbook
3.8***

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2. NRC Form 335, "Bibliographic Data Sheet" 33
3. Microfiche Sheet Sample 35

Part I

Introduction

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

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

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

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

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

Part II

Preparing Publication Requirements for Statements of Work for Contracts

Specifying Publication Requirements (A)

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

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

Publishing Formal Reports (B)

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

Publishing Formal Reports (B) (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dear (Copyright Holder's Name):

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

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

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

Sincerely,

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

Reports Containing Sensitive Unclassified and Classified Information (D)

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

Conference and Workshop Proceedings (E)

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

Distribution of Reports to Contractors (F)

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

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

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

Part III

Draft and Final NUREG Reports

Identification Information (A)

NUREG Number (1)

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

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

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

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

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

Authors' Names (2)

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

Identification Information (A) (continued)

Authors' Names (2) (continued)

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

Organizational Identification (3)

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

Previous Reports in Series (4)

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

Report Dates (5)

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

Report Organization and Components (B)

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

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

Pre-Publication Reviews (C)

Patent Review (1)

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

Pre-Publication Reviews (C) (continued)

Patent Review (1) (continued)

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

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

Security Review (2)

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

Copyright Review (3)

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

Color Printing (D)

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

Color Printing (D) (continued)

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

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

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

Color Printing (D) (continued)

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

Microfiche (E)

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

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

*With the exception of items (3), (4), and (8), these specifications are consistent with the American National Standards Institute "Standard for Micrographics-Microfiche, ANSI/AIIM MS5-1985." Copies of this standard are available from the American National Standards Institute, ATTN: Sales Department, 11 West 42nd Street, 13th floor, New York, NY 10036 (212) 642-1900, or from the Association for Information and Image Management, ATTN: Publications Section, 1100 Wayne Avenue, Silver Spring, MD 20910 (301) 587-8202.

Microfiche (E) (continued)

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

Disclaimers (F)

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

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

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

Availability Information (G)

Reference Material (1)

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

Availability Information (G) (continued)

Reference Material (1) (continued)

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

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

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

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

Reports (2)

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

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

Forms (H)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Printing and Reprinting (I)

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

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

Distribution (J)

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

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

Part IV

International Agreement Reports

Background and Rationale (A)

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

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

Identification Information (B)

Cover and Title Page (1)

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

NRC Report Number (2)

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

Identification Information (B) (continued)

NRC Report Number (2) (continued)

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

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

Previous Reports in Series (3)

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

Report Organization and Components (C)

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

Availability Information (D)

References and Bibliographies (1)

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

Availability Information (D) (continued)

References and Bibliographies (1) (continued)

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

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

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

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

Reports (2)

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

Disclaimer (E)

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

NOTICE

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

Forms (F)

Bibliographic Data Sheet (NRC Form 335) (1)

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

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

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

Classified or Sensitive Unclassified Information (G)

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

Part V

Books

General (A)

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

Definition (B)

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

Format (C)

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

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

Format (C) (continued)

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

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

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

NRC Document Number (D)

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

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

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

Availability of Reference Materials (E)

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

Reviews (F)

Peer (1)

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

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

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

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

Reviews (F) (continued)

Peer (1) (continued)

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

Copyright (2)

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

Security (3)

On the basis of the knowledge of the information sources used, the author is responsible for ensuring that the manuscript does not contain classified or other access-controlled information. If uncertainty exists with respect to the security classification of a reference document or manuscript, an authorized classifier or the NRC Division of Security should be contacted for assistance. See also Management Directive 12.2, "NRC Classified Information Security Program."

Patent (4)

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

Publishing Authorization Form (G)

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

Disclaimers (H)

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

Disclaimers (H) (continued)

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

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

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

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

Printing (I)

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

Distribution and Sales (J)

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

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

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

Part VI

Grant Publications

Background and Rationale (A)

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

Publication of Results (B)

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

Publication by NRC (1)

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

Publication by a Grantee (2)

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

Publication by a Grantee in the Open Literature (3)

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

Publication of Results (B) (continued)

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

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

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

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

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

Dear (Publisher's Name):

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

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

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

Sincerely,

Publication of Results (B) (continued)

Reprints of Open Literature Publications (4)

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

Identification Information (C)

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

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

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

Pre-Publication Reviews (D)

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

Glossary*

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

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

Casebound. Term denoting a book with a hard cover.

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

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

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

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

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

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

Glossary (continued)

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

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

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

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

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

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

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

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

Glossary (continued)

Manuscript. A handwritten, typewritten, or *composed* version of a document, as distinguished from a printed copy.

NRC Project Manager. The NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.

Paperback. A *book* with a flexible paper cover.

Peer Review. A critical evaluation of the technical contents of a publication. These reviews are conducted by reviewers from the author's own or a related field who are totally independent of the work leading to the *manuscript*. Reviewers should be chosen from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims.

Photocomposition. *Typesetting* performed when photosensitive paper or film is exposed to light in the form of letters and characters. Photocomposition is to be distinguished from hot-metal and typewriter *composition*.

Printing. As defined by the Joint Committee on Printing, includes and applies to the process of *composition*, platemaking, presswork, collating, and microform; the equipment used in such processes; or the end product produced by such processes and equipment.

Proprietary Information. Trade secrets; privileged or confidential research, development, commercial, or financial information exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.17); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.

Public Domain. Materials for which a *copyright* never existed, such as U.S. Government publications, or for which a copyright has expired.

Publicly Available Documents. Information (reports and references) that is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the *public domain*.

Glossary (continued)

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

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

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

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

Volume 3, Part 1 - Publications, Mail, and Information Disclosure
Unclassified Contractor and Grantee Publications in the NUREG Series
Handbook 3.8 Exhibits

Exhibit 1

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

NRC FORM 426A (3-89) NRCM 1102, 3202		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any) NUREG/CR-5627 BNL-NUREG-52257 <small>Obtain from NRC Technical Publications Section or DOE Contract number</small>	
RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR, CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS <small>(Please Type or Print)</small>					
2. TITLE AND SUBTITLE (Enter in full as shown on document) Alternate Modal Combination Methods in Response Spectrum Analysis				3. FUNDING NUMBER (Do not list DOE Contract number) A-3955	
4. AUTHOR(S) (If more than three, name first author, followed by "and others") P. Bezler and others					
5. CONTRACTOR Brookhaven National Laboratory Department of Nuclear Energy		MAILING ADDRESS (Number and Street, City, State and ZIP Code) Building 129 Upton, NY 11973		TELEPHONE NUMBER 666-2447	
6. TYPE OF DOCUMENT (Check appropriate box) <input checked="" type="checkbox"/> A. TECHNICAL REPORT <input checked="" type="checkbox"/> FORMAL <input type="checkbox"/> LETTER REPORT <input type="checkbox"/> B. CONFERENCE PAPER (If so, complete items (1), (2), and (3) below) (1) TITLE OF CONFERENCE PAPER: (2) DATE(S) OF CONFERENCE: (3) LOCATION OF CONFERENCE: <input type="checkbox"/> C. OTHER (Indicate type of item)					
7. DISTRIBUTION (List NRC distribution codes. Provide mailing labels for special distribution not shown by NRC. If NRC mail, include name and mail add only. If internal, provide complete mailing address.) RA 50 copies: Judy Liu, Technical Information Division, Bldg. 477B, Brookhaven National Laboratory, Upton, NY 11973 10 copies: Nilesh Chokshi, RES, NL/S-217					
8. CERTIFICATION (ANSWER ALL QUESTIONS) Is all material referenced in this report available to the public either through a public library, the Government Printing Office, the National Technical Information Service, or the NRC Public Document Room? If no, list the specific availability of a referenced document with the reference listing below.					
YES	NO				
X		A. REFERENCE AVAILABILITY - SPECIFIC AVAILABILITY			
	X	B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material? If yes, attach a letter of release from the source that owns the copyright.			
	X	C. COMPUTER CODES - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0804, "Planning and Control of Automatic Data Processing (ADP) Requirements"?			
	X	D. PATENT CLEARANCE - Does this report require patent clearance? If yes, the NRC Patent Counsel must signifiy clearance by signing below. NRC PATENT COUNSEL (Type or Print Name) SIGNATURE DATE			
	X	E. INFORMATION REQUESTS - Does this report contain any questionnaires, surveys, or data collection requests?			
	X	F. LICENSING REQUIREMENTS - Does this report involve requirements on licensees?			
9. AUTHORIZATION					
A. DOE LAB AUTHORIZING OFFICIAL (If applicable) <small>(Type or print name)</small> R.A. Bari		SIGNATURE <i>R.A. Bari</i>		DATE 9/25/90	
B. NRC RESPONSIBLE STAFF MEMBER <small>(Type or print name)</small> A. Murphy		SIGNATURE <i>A. Murphy</i>		OFF/DIV 442-3860	TELEPHONE NLS217A
				MAIL STOP 10/10/90	DATE

Exhibit 2

NRC Form 335, "Bibliographic Data Sheet"

<small>NRC Form 335 (2-89)</small> BIBLIOGRAPHIC DATA SHEET <small>(See instructions on the reverse)</small>		<small>U.S. NUCLEAR REGULATORY COMMISSION</small>			
2. TITLE AND SUBTITLE Pressure-Dependent Fragilities for Piping Components: Pilot Study on Davis-Besse Nuclear Power Station		1. REPORT NUMBER <small>Classified by NRC, Add Vol., Suppl., Rev., and Addendum Numbers, if any.</small> NUREG/CR-5603 EGG-2607			
		3. DATE REPORT PUBLISHED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><small>MONTH</small></td> <td style="text-align: center;"><small>YEAR</small></td> </tr> <tr> <td style="text-align: center;">October</td> <td style="text-align: center;">1990</td> </tr> </table>		<small>MONTH</small>	<small>YEAR</small>
<small>MONTH</small>	<small>YEAR</small>				
October	1990				
5. AUTHOR(S) D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed		4. FIN OR GRANT NUMBER B5699			
		6. TYPE OF REPORT Technical			
8. PERFORMING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</small> ABB Impecc Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691		Under contract to: Idaho National Engineering Laboratory EG&G Idaho, Inc. Idaho Falls, ID 83415			
				7. PERIOD COVERED <small>(Indicate Dates)</small>	
9. SPONSORING ORGANIZATION - NAME AND ADDRESS <small>(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)</small> Division of Safety Issue Resolution Office of Nuclear Regulatory Research U.S. Regulatory Commission Washington, D.C. 20555					
10. SUPPLEMENTARY NOTES					
11. ABSTRACT <small>(200 words or less)</small> <p>The capacities of four, low-pressure fluid systems to withstand pressures and temperatures above the design levels were established for the Davis-Besse Nuclear Power Station. The results will be used in evaluating the probability of plant damage from Interfacing System Loss of Coolant Accidents (ISLOCA) as part of the probabilistic risk assessment of the Davis-Besse nuclear power station undertaken by EG&G Idaho, Inc. Included in this evaluation are the tanks, heat exchangers, filters, pumps, valves, and flanged connections for each system. The probabilities of failure, as a function of internal pressure, are evaluated as well as the variabilities associated with them. Leak rates or leak areas are estimated for the controlling modes of failure. The pressure capacities for the pipes and vessels are evaluated using limit-state analyses for the various failure modes considered. The capacities are dependent on several factors, including the material properties, modeling assumptions, and the postulated failure criteria. The failure modes for gasketed-flange connections, valves, and pumps do not lend themselves to evaluation by conventional structural mechanics techniques and evaluation must rely primarily on the results from ongoing gasket research test programs and available vendor information and test data.</p>					
12. KEY WORDS/DESCRIPTORS <small>(If words or phrases that will assist researchers in locating the report.)</small> pressure-dependent fragilities piping components Interfacing System Loss of Coolant Accidents (ISLOCA) probabilistic risk assessment Davis-Besse Nuclear Power Station		13. AVAILABILITY STATEMENT Unlimited			
		14. SECURITY CLASSIFICATION <small>(This Page)</small> Unclassified			
		<small>(This Report)</small> Unclassified			
		15. NUMBER OF PAGES			
		16. PRICE			

Volume 3, Part 1 - Publications, Mail, and Information Disclosure
Unclassified Contractor and Grantee Publications in the NUREG Series
Handbook 3.8 Exhibits

Exhibit 2 (continued)

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

INSTRUCTIONS

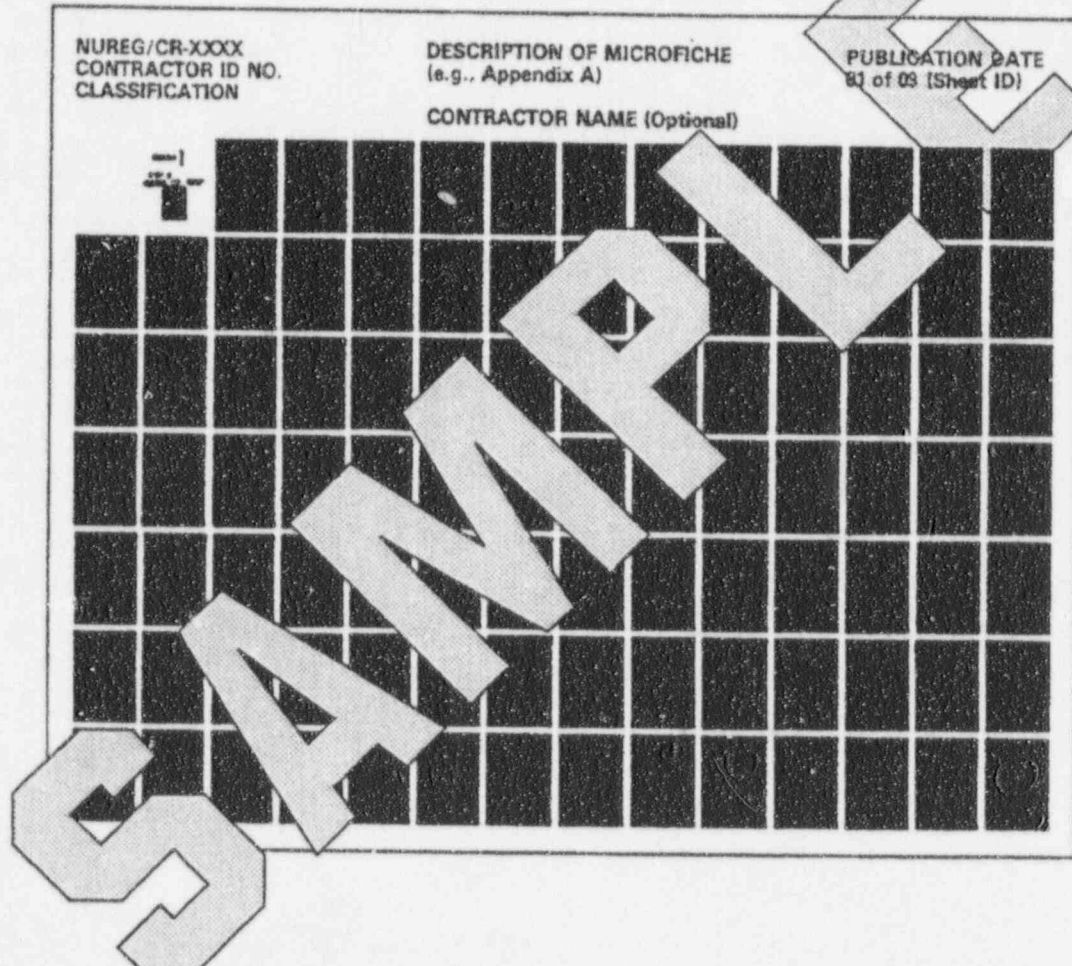
NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1987 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT--FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME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

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

U.S. GOVERNMENT PRINTING OFFICE: 1989 O-566-654

Exhibit 3

Microfiche Sheet Sample

NUREG/CR-XXXX CONTRACTOR ID NO. CLASSIFICATION	DESCRIPTION OF MICROFICHE (e.g., Appendix A) CONTRACTOR NAME (Optional)	PUBLICATION DATE 81 of 03 (Sheet ID)
		

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

3c. TELEPHONE

AREA CODE	NUMBER
214	751-1111
214	751-1112
214	751-1113
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214	751-1244
214	751-1245
214	

4. TYPE OF CONTRACT ACTION (Check)

UNPRICED ORDER

1. OTHER (Specify)

C. TOTAL	
----------	--

PERIOD

9. PROVIDE THE FOLLOWING (If available)

NAME OF AUDIT OFFICE

STREET ADDRESS

STATE	ZIP CODE
-------	----------

NUMBER

116. TYPE OF FINANCING (Check one)

☐ ADVANCE PAYMENT ☐ PROGRESS PAYMENTS
☐ GUARANTEED LOANS

☐ YES ☐ NO

b. HAVE YOU SUBMITTED A CASE DISCLOSURE STATEMENT (CASB DS-1 or 2)?
(If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

☐ YES ☐ NO

d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposed)

☐ YES ☐ NO☐ YES ☐ NO

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

16. NAME OF FIRM:

17. SIGNATURE

18. DATE OF SUBMISSION

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

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

1. The pricing proposal shall be segregated by contract line item with sufficient detail to permit cost analysis. Attach cost-element breakdowns, using the applicable formats prescribed in Item 8A, B, or C of this section, for each proposed line item. These breakdowns must conform to the instructions in the solicitation and any specific requirements established by the contracting officer. Furnish supporting breakdowns for each cost element, consistent with the offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials—Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price.

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

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

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

Direct Labor—Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs—Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs—List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties—If more than \$250, provide the following information on a separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37.)

Facilities Capital Cost of Money—When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including—

a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in

PART 15—CONTRACTING BY NEGOTIATION

15.804-6

projecting from known data; and

b. The nature and amount of any contingencies included in the proposed price.

3. Whenever the offeror has incurred costs for work performed before submission of proposal, those costs must be identified in the offeror's cost/price proposal.

4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or another date agreed upon between the parties if applicable.

5. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

6. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

7. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.

8. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:

A. New Contracts (including Letter contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE—TOTAL COST	PROPOSED CONTRACT ESTIMATE—UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1)—Enter appropriate cost elements.

Under Column (2)—Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (3)—Optional, unless required by the contracting officer.

Under Column (4)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders, Modifications, and Claims.

COST ELEMENTS	ESTIMATED COST OF ALL WORK DELETED	COST OF DELETED WORK ALREADY PERFORMED	NET COST TO BE DELETED	COST OF WORK ADDED	NET COST OF CHANGE	REFERENCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1)—Enter appropriate cost elements.

Under Column (2)—Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

Under Column (3)—Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4)—Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5)—Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

Under Column (6)—Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination.

CUTOFF DATE	NUMBER OF UNITS COMPLETED	NUMBER OF UNITS TO BE COMPLETED	CONTRACT AMOUNT	REDETERMINATION PROPOSAL AMOUNT	DIFFERENCE
(1)	(2)	(3)	(4)	(5)	(6)

COST ELEMENTS	INCURRED COST—PREPRODUCTION	INCURRED COST—COMPLETED UNITS	INCURRED COST—WORK IN PROCESS	TOTAL INCURRED COST	ESTIMATED COST TO COMPLETE	ESTIMATED TOTAL COST	REFERENCE
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1)—Enter the cut off date required by the contract, if applicable.

Under Column (2)—Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3)—Enter the number of units remaining to be completed under the contract.

Under Column (4)—Enter the cumulative contract amount.

Under Column (5)—Enter the offeror's redetermination proposal amount.

Under Column (6)—Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)—Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8)—Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how the costs would be allocated to the units at their various stages of contract completion.

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

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

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

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

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

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

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

Applicability

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

Submission

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

Format

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

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

SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN

Date _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

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

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

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$_____.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by * - To small disadvantaged business concerns by **)

(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

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

(f) Indirect and overhead costs (check on below):

___have been ___have not been

included in the goals specified in 1(a) and 1(b)

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

2. The following individual will administer the subcontracting program:

Name: _____

Address & Telephone: _____

Title: _____

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

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

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

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

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

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

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

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

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

igned: _____

igned Name: _____

ile: _____

te: _____

in Accepted By: _____
Contracting Officer

te: _____

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

ATTACHMENT 7

HIGH PERFORMANCE WORKSTATION SPECIFICATIONS

The requirements for a system that is to be connected to our existing high performance computing (HPC) environment is as follows:

- o the system shall run a version of UNIX that is System V R4 compliant (most current versions of UNIX are SVR4 compliant these include OS/F (DEC), Solaris (SUN), AIX (IBM), and HP-UX (HP)).
- o the system shall have a twisted-pair ethernet connector and supporting software (the supporting software is built into the above UNIXs)
- o preferably, all external harddisks attached to the system shall be partitioned as one large partition and named 'localN' (the 'N' is to be replaced with the numbers 1,2,3, etc..).
- o if the system costs more than \$15K it should be provided with a uninterruptable power supply (UPS) capable of providing at least 10 minutes of backup power in case of power loss.