

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

1 REQUISITION NO
CI003321-7/11/2002
PAGE 1 OF

2 CONTRACT NO: NRC-33-03-321
3 AWARD/EFFECTIVE DATE: 12-20-2002
4 ORDER NO
MODIFICATION NO
5 SOLICITATION NO: RS-OCIO-03-321
6 SOLICITATION ISSUE DATE: 10/30/2002

7 FOR SOLICITATION INFORMATION CALL
a NAME: Brenda J DuBose
b TELEPHONE NO (No Collect Calls): (301) 415-6578
8 OFFER DUE DATE/LOCAL TIME: 11/20/02-3:30p

9 ISSUED BY
U S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Center 1 - Team A
Mail Stop. T-7-I2
Washington, DC 20555
CODE: 3100

10 THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE 100 % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12 DISCOUNT TERMS: Net 30 days

13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b RATING: N/A

14 METHOD OF SOLICITATION
 RFQ IFB RFP

15 DELIVER TO
U.S Nuclear Regulatory Commission
Office of the Chief Information Officer
ATTN: Vicki E. Yanez
Mail Stop: T-6-E7
Washington DC 20555
CODE

16 ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Center 1 - Team A
Mail Stop: T-7-I2
Washington, DC 20555
CODE: 3100

17a CONTRACTOR/OFFEROR CODE
KELLY & DEWITT, INC.
ATTN: Edward I. Kelly
5524 Charlcote Road
Bethesda, Maryland 20817
FACILITY CODE

18a PAYMENT WILL BE MADE BY
U S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
ATTN: NRC-33-03-321
(SUBMIT ORIGINAL AND 3 COPIES.)
Washington DC 20555
CODE

TELEPHONE NO (301) 664-9200 - Office

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the technical proposal of Kelly & DeWitt, Inc. dated November 20, 2002 and amended on December 16, 2002, to provide the NRC with services related to the NRC Issuances and Indexes, at the fixed unit prices reflected at Attachment 2 to this contract.				

25 ACCOUNTING AND APPROPRIATION DATA
31901505240346 J1093 252A 31X0200.310
OBLIGATED AMOUNT: \$50,000.00

26 TOTAL AWARD AMOUNT (For Govt Use Only)
\$355,334.40

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED

27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29 AWARD OF CONTRACT REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR
Edward I. Kelly

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Joyce A. Fields

30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Edward I. Kelly President

30c DATE SIGNED
12/23/02

31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Joyce A. Fields Contracting Officer

31c DATE SIGNED
12/20/02

19
ITEM NO

20
SCHEDULE OF SUPPLIES/SERVICES

21
QUANTITY

22
UNIT

23
UNIT PRICE

24
AMOUNT

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER

34 VOUCHER NUMBER

35 AMOUNT VERIFIED CORRECT FOR

36 PAYMENT

37 CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38 S/R ACCOUNT NUMBER

39 S/R VOUCHER NUMBER

40 PAID BY

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a RECEIVED BY (Print)

41b SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 BACKGROUND

The Freedom of Information Act at 5 U.S.C. 552(a)(2) requires the U.S. NRC to comply with the following:

"(2) Each agency, in accordance with published rules, shall make available for public inspection and copying--

(A) final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;

... Each agency shall also maintain and make available for public inspection and copying current indexes providing identifying information for the public as to any matter issued, adopted, or promulgated after July 4, 1967, and required by this paragraph to be made available or published. Each agency shall promptly publish, quarterly or more frequently, and distribute (by sale or otherwise) copies of each index and supplements thereto. . . A final order, opinion, statement of policy, interpretation, or staff manual or instruction that affects a member of the public may be relied on, used, or cited as precedent by an agency against a party other than an agency only if--

- (i) it has been indexed and either made available or published as provided by this paragraph; or
- (ii) the party has actual and timely notice of the terms thereof,"

The issuances to be printed and indexed are those final orders, opinions, statements of policy, interpretations, or staff manuals or instructions of the Commission, the Atomic Safety and Licensing Boards, Administrative Law Judges, Directors' Decisions, and Decisions on Petitions for Rulemaking.

Digests and indexes for these issuances are intended to serve as guides to the issuances. Information elements common to the cases heard and ruled upon are:

1. Case name (owner(s) of facility)
2. Full text reference (volume and pagination)
3. Issuance number
4. Issues raised by appellants
5. Legal citations (cases, regulations, statutes and others)
6. Name of facility, docket number
7. Subject matter of issues and/or rulings
8. Type of hearing (for construction permit, operating license, etc).
9. Type of issuance (memorandum, order, decision, etc.)

In each index these information elements are displayed in a separate format. The five indexes shall be arranged in the following order:

1. Case Name Index
2. Digests and Headers
3. Legal Citations Index (cases, regulations, statutes, and others)
4. Subject Index
5. Facility Index

B.2 OBJECTIVES

The objectives of this contract are to provide timely and complete preparation for camera-quality copy and an electronic version of the monthly issuances, including quarterly and semiannual indexes, and six-month hardbound editions. The six-month hardbound editions are compiled from the monthly issuances of the Commission, the Atomic Safety and Licensing Boards, the Administrative Law Judges, Directors' Decisions, and Decisions on Petitions for Rulemaking. This contract requires completion of five (5) years of monthly issuances, ten (10) quarterly and ten (10) cumulative semiannual indexes, preparation of the Tables of Contents for six-month hardbound editions, preparation of ten (10) computer tapes of the cumulative semiannual indexes, preparation of ten (10) PDF versions of the six-month hardbound editions, and a compilation of Indexes for 5 years of issuances.

B.3 SCOPE OF WORK

The contractor shall prepare and deliver in accordance with the scope of work and delivery schedule, high-quality edited and proofread page proofs, a camera-quality copy, and an electronic version of issuances and indexes subject to the Project Officer's approval. The contractor shall refer to Section D for, copy of sample attachments which are referenced throughout this contract. Specifications for the work to be performed are as follows:

1. The contractor shall accept manuscripts (hardcopy) and transmitted keystrokes of these manuscripts via e-mail from personal computers (PCs) which are created by word processing packages such as WordPerfect 8.0 or greater or its equivalent. The contractor shall keystroke manuscripts when no electronic version is available. Manuscripts shall be picked up by the contractor on a monthly basis.

It is estimated that the contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.

2. The contractor shall copy edit, proofread, and format 60 monthly issues of "Nuclear Regulatory Commission Issuances" beginning with July 2002 and ending with June 2007. This task includes copy editing and proofreading transmitted text against the manuscript and inserting cite page numbers and cross-reference page numbers.
3. The contractor shall also prepare Tables of Contents

(some issues may contain more than one, i.e., some unusually large opinions may have a separate table of contents) for the aforementioned monthly issuances. (Refer to Attachment 3.)

4. The contractor shall make changes to pages of camera-quality copy of monthly issuances after printing and to the master database, as requested by the Project Officer, to prepare copy for use again in the six-month hardbound compilation.
5. The contractor shall compile and edit in a standard format, and proofread Tables of Contents (Refer to Attachment 4), for use in the six-month hardbound compilation of the monthly issuances. More than one set may be necessary, depending on the size of the six monthly issuances printed during the period.
6. The contractor shall prepare the quarterly and semiannual editions of the "Indexes to Nuclear Regulatory Commission Issuances," and shall edit, summarize, compile, and proofread these editions for the periods July-September 2002, July-December 2002, January-March 2003, January-June 2003, July-September 2003, July-December 2003, January-March 2004, January-June 2004, July-September 2004, July-December 2004, January-March 2005, January-June 2005, July-September 2005, July-December 2005, January-March 2006, January-June 2006, July-September 2006, July-December 2006, January-March 2007, and January-June 2007, using the present format and subject headings, with additional headings as determined by the contractor/indexer and user.
7. The contractor shall prepare a computer tape (4 mm DAT [Digital Audio Tape] with 4/8 capacity using ASCII character code with fixed length records and fixed blocking) for each semiannual index (without typesetting codes.) (Note: The NRC will not provide this computer tape to the contractor, the contractor must provide it.)
8. The contractor shall prepare a PDF version that shall be proofread and checked for accuracy for a period covering six (6) monthly issuances and one (1) semiannual index, minus the digests. The PDF version must be created from an electronic source file (e.g., PC-TEX to postscript) and cannot be made from a scanned image or a TIF. The PDF version shall be provided to the NRC Project Officer after the contractor has completed all corrections for the six-month hardbound edition.
9. The contractor shall prepare and deliver to the Project Officer a compilation of the Indexes to the Nuclear Regulatory Commission Issuances, NUREG-0750, for a five-year period, January 2001 December 2005 in Year 5 of this contract.

**B.4 TASKS TO BE ACCOMPLISHED AND SPECIFICATIONS FOR
CAMERA-QUALITY COPY**

The contractor shall:

1. Prepare camera-quality copy of issuances. The issuances (manuscripts) are the legal record of the cases reported and therefore shall not be changed in any way except for obvious typographical errors, misspelled words, or citation errors to the U.S. Code and other legal citations. Do not substitute alternative spellings. Possible omissions in transmission, inconsistencies in style, format, and grammar; and any other questions regarding the text shall be addressed to the Project Officer or designee.

2. Use The Bluebook -- A Uniform System of Citation, Seventeenth Edition, published by The Harvard Law Review Association; hereafter referred to as Bluebook, as a reference legal style guide, and the GPO Style Manual for grammatical style not covered in the Bluebook.

3. Apply the following format and text conventions.

a. Headings and Paragraphs

The leading above a boldface heading shall be greater than the leading below such a header.

Turnovers on headings shall be used so that headings are not set margin to margin. First line of heading is to be longer than succeeding lines.

No paragraph or heading shall end with a number only on the last line. For example, the following is not permissible:

..... Unit
2.

b. Headnotes

Headnotes shall be inserted before appearances or the first text heading, such as, "Initial Decision," "Memorandum and Order," etc. Headnotes will be transmitted to the contractor separately for coordination with the appropriate issuance. The issuance and headnotes will contain the same identifying issuance number.

c. Citations

Full citations shall be listed in the main heading for each decision. Citations appearing in the text shall be cited in full the first time and abbreviated thereafter. Refer to appropriate section of the Bluebook.

d. Hyphenation

Proper names shall not be hyphenated at the end of a line unless absolutely necessary; avoid where possible. Hyphens at the end of a page should be avoided where possible.

e. Footnotes

Footnotes appearing at the bottom of the page shall be indented and shall contain 1/2 space leading between footnote number and first letter of text. Footnotes and quotations appearing within the text shall be indented left (when necessary), and right at all times and shall contain leading between paragraphs. The type shall be reduced to 8 point (Refer to Attachment 5).

f. Symbols and Signals

The section symbol shall be set with a space before and after the symbol. Italicize signals and follow format set forth in the Bluebook.

g. Tables and Figures

Tables and figures shall be set according to instructions (written or verbal) furnished by NRC. The contractor shall provide scaling, coding, and interface information for reductions, when necessary.

h. Pagination

Pagination shall be continuous for July through December issuances, starting with page 1, and for January through June issuances, starting with page 1.

i. Dissenting Opinions

Type for dissenting opinions shall be the same size as type used for decisions.

4. Manuscript Review

Follow the manuscript copy verbatim as long as it is uniformly consistent, and complies with the Bluebook.

Where an asterisk is used in the manuscript copy, do not replace the asterisk with a number. Footnotes will continue to be numbered consecutively throughout each issuance.

5. Format for Composition

Format issuances with PC TEX Software package or equivalent (must be approved by the Project Officer or designee.) Encode format codes to justify margins, align indentations, paginate, enter headnotes where indicated, and enter page numbers in citation headings and cross references in text. Use codes to set Times Roman type style or headings and text, and Helvetica type style for front matter, cite line, and index.

6. Table of Contents

Prepare Tables of Contents (some issues may contain more than one). All applicant, licensee, and petitioner names shall be in alphabetical order by type of issuance on contents page. (Refer to Attachment 3.)

The Table of Contents are part of the Scope of Work for this requirement; therefore, they are not considered author's alterations.

**B.5 PREPARATION OF CONSOLIATED TABLES OF CONTENTS FOR
NRCI SIX-MONTH HARDBOUND EDITIONS**

1. Table of Contents

The Contractor shall:

Compile and prepare page proofs of tables of contents for ten (10) volumes (compiled of six monthly issues) for the NRCI hardbound editions.

One six-month compilation may be issued in two books depending on the number of pages. The NRC Project Officer will determine the page break. Compilation shall be alphabetized by utility name with subsets appearing in date order. The contractor shall follow the exact style (English Times) as contained in Volume 53 of the hardbound editions as provided by the NRC Project Officer. The contractor shall not use italics nor alter the style in any way (Refer to Attachment 4, for sample). After corrections to page proofs, camera-quality pages shall be delivered to the NRC Project Officer.

2. Camera Copy Contents

Make changes in master database, as necessary, after monthly issuances have been printed, as requested by NRC Project Officer, to prepare for use again in the six-month hardbound compilation.

**B.6 DEVELOPMENT AND PREPARATION OF INDEXES AND
PREPARATION OF CAMERA-QUALITY COPY**

The contractor shall:

1. Maintain the available list of subject terms used in indexing the issuances and add to them as new terms are developed in indexing new issuances. NRC may request a copy of the current list of subject terms a maximum of two times during year (ten times during a five-year contract).

2. Indexes to be developed are:

- a. Case Name
- b. Digests and Headers
 - Issuances of Nuclear Regulatory Commission
 - Issuances of Atomic Safety and Licensing Boards
 - Issuances of Administrative Law Judges
 - Directors' Decisions
 - Decisions on Petitions for Rulemaking
- c. Legal Citations
 - Cases

Regulations
Statutes
Others

- d. Subject
- e. Facility

3. Case Name Index

The case name index is an alphabetical arrangement of the facility owners or petitioners for the individual issuances. Each facility owner or petitioner listing is followed by an alphabetical breakdown by type(s) of hearing in order of issuance number. These separate entries are further defined by type of issuance, docket number, issuance number, and full text reference. (Refer to Attachment 6.)

4. Digests and Headers

Digests shall be separated according to the issuance source and be presented in issuance-number order. Each issuance is identified by a header containing the following information: issuance number, case name, facility name, docket number, type of hearing, date of issuance, and type of issuance.

The header is compiled from the citation heading in the original opinion and precedes the digest. Digests are compiled from headnotes written for the opinion. A digest is a brief narrative of the legal issue followed by its resolution, and any references used in resolving the issue. If a given issuance covers more than one issue, separate digests are provided for each issue and are designated alphabetically. (Refer to Attachment 7.)

5. Legal Citations Index

The legal citations index for cases, statutes, and others is an alphabetical listing of citations found in the issuances. The legal citations index for regulations is a numeric listing of citations that follows the Code of Federal Regulations format. The references to cases, regulations, statutes, and others are followed by phrases that show the application of the citation in the particular issuance. These phrases are followed by the issuance number and the full text reference. (Refer to Attachments 8 through 11.)

6. Subject Index

Subject words and/or phrases, arranged alphabetically, indicate the issues and subjects covered in the issuances. The subject headings are followed by phrases that give specific information about the subject, as discussed in the issuance being indexed. These phrases are followed by the issuance number and the full text reference. Cross-references are provided between related subject headings.

Synonyms are provided with "see" references to the subject headings and are used in an inverted form to group like information. For example: "Atomic Safety and Licensing Board, Jurisdiction" instead of

"Jurisdiction of Atomic Safety and Licensing Board"; "Time, Extension" instead of "Extension of Time"; and "Effluents, Radioactive" and "Effluents, Thermal" instead of "Radioactive Effluents" and "Thermal Effluents." (Refer to Attachment 12.)

7. Facility Index

The facility index consists of an alphabetical arrangement of facility names from the issuances. The name is followed by docket number, type of hearing or petition, date, type of issuance, issuance number, and full-text reference. (Refer to Attachment 13.)

8. Index Issues

Camera-quality page proofs of the indexes (proofread and checked for accuracy) shall be supplied for the quarters July through September and January through March, and for the semiannual periods July through December and January through June. After the page proofs are approved by the Project Officer, the first page of each index (a sink page) of the camera-quality copy shall be placed on a page with strips indicating the index name. (Refer to Attachments 6 through 13.)

B.7 QUALITY CONTROL

1. Transmission Verification

Compare transmitted keystrokes with hard-copy manuscript to ensure text matches word for word and make any changes according to the hardcopy manuscript, and insert format codes. (Refer to Attachment 5 for format, type style, and type sizes.)

2. Proofreading

Proofread final copy for correctness of text and format. Where errors attributable to the contractor's performance appear in the page proofs, i.e., those which change or obscure the meaning of the opinion, or typographical errors in excess of 2%, the contractor shall immediately correct the error(s) and furnish corrected copy without additional cost to the Government for same, regardless of the delivery time the original schedule specified.

3. Page Proofs

Format, text, table, and proofreading errors found in page proofs shall be corrected by the contractor at no expense to the Government. Copy editor/proofreader's changes with which NRC does not agree, shall upon first occurrence, be considered as author's alterations. Upon recurrence, the required changes shall be made by the contractor at no expense to the Government. The cost of changes not attributable to contractor errors may be billed to the NRC as author's alterations at the rate established under the Schedule of Prices/Costs of the contract.

4. Author's Alterations

Author's alterations are any changes, additions, or deletions made by authors or by the NRC Project Officer or designee after receiving page proofs if those changes, additions, or deletions were not errors on the part of the contractor or were not part of the original manuscript. Queries from the contractor that result in changes are not author's alterations.

5. Master File Corrections

Make and proofread all indicated corrections and changes before preparation of final electronic version. The copy used for indexing must be the same as the camera-quality copy and the computer tapes and PDF versions must be the same as the camera-quality copy.

B.8 PREPARATION AND DELIVERY OF FIVE-YEAR COMPILATION OF THE INDEXES TO THE NRCIS (YEAR 5)

Preparation and delivery of a compilation of the Indexes to the Nuclear Regulatory Commission Issuances, NUREG-0750, for a five-year period, January 2001 - December 2005.

This five-year index will be compiled by using master computer tapes furnished to the contractor by the Government. The master computer tapes will contain no typesetting codes. The compilation will be proofread for correctness and consistency of content and format.

NOTE: The contractor shall refer to Paragraph B.9 for the deliverables required under this contract and Attachment 2 for the Schedule of Prices/Costs.

B.9 DELIVERABLES

Year One Through Five (December 20, 2002 Through December 19, 2007)

1. Keystrokes and manuscripts to be transmitted by NRC to the contractor.
 - a. Keystrokes and manuscripts to be transmitted as completed during each month. All issuances resulting from keystrokes to be included in the monthly publication will be transmitted via e-mail to the contractor by close of business of the tenth (10th) working day of the month.
 - b. Processing of any issuances keystroked or otherwise furnished to the contractor beyond the close of business of the tenth (10th) working day of the month may be deferred by the contractor for processing with the following month's issuances, with concurrence of the Project Officer.
 - c. Contractor shall note that issuances do not include headnotes. The applicable headnotes will be transmitted separately for coordination with the appropriate issuance.

2. Issuances

a. Accelerated Schedule (Year One Only)

Accelerated schedule of keystrokes and manuscripts for July-December 2002. One (1) set of page proofs and a copy of editor/proofreader's marked-up manuscript for NRC files for the first six months of issuances and one quarterly index, shall be completed in no more than 120 days of contract award. Delivery of the July-December 2002 semiannual index shall be made 15 days thereafter.

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Monthly Issuances	(Page Proofs) Required Delivery Date*	Estimated Number of Working Days
July 2002		10
August 2002		7
September 2002	(6)	7
October 2002		7
November 2002		7
December 2002		7
Jul-Sep 2002 Quarterly Index	(1)	15
Jul-Dec 2002 Semiannual Index	(1)	15

NOTE: The above Schedule is firm.

* Date to be established under each delivery order.

Number of Working Days	Number of Manuscript Pages
4	1 - 150
7	151 - 250
10	251 - 350
13	351 - 500
	Over 500 (add 1 working day for every 40 pages in excess of 500)

b. Regular Schedule (Year One Through Five)

One (1) set of page proofs and a copy of editor/proofreader's marked-up manuscript for NRC files shall be delivered within 5 working days for up to and including 150 manuscript pages, 8 working days for up to 250 manuscript pages, 11 working days for up to 350 manuscript pages, and within 15 working days of receipt of the latest issuance for the applicable month, if manuscript pages do not exceed 500 manuscript pages.

Monthly Issuances	(Page Proofs) Required Delivery Date*	Estimated Number of Working Days
January 2003 (Beginning of regular schedule in Year 1)		(Based on number of pages)
	(54)	
June 2007 (Last monthly in Year 5)		
January-March July-September	(9)	

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Quarterly Indexes		15
January-June		
July-December	(9)	
Semiannual Indexes		15

* Date to be established under each delivery order.

Regular Schedule

Number of Working Days	Number of Manuscript Pages
5	1 - 150
8	151 - 250
11	251 - 350
15	351 - 500

The above-specified required delivery dates apply when issuance pages both complete and partial do not exceed 500 transmitted pages. On occasions when such pages exceed 500 in number, required delivery dates may be adjusted by adding one (1) working day for each 40 pages in excess of 500, up to and including 900 pages. If pages exceed 900 in number, adjustment to the delivery schedule will be mutually agreed to by the contractor and NRC. In the event that issuance pages exceed 500 in number, the contractor shall verbally notify the NRC Project Officer to discuss the total number of pages and the expected date of delivery.

3. Five-Year Compilation of Indexes

The contractor shall prepare and deliver a five-year compilation of Indexes for Nuclear Regulatory Commission Issuances. The Government-furnished material (Refer to master computer tapes reflected under Paragraph B.10) will be furnished at the outset of Year 5 of the contract.

	(Page Proofs) Required Delivery Date*	Estimated Number of Working Days
Compilation for January 2001 - December 2005	August 2007	9 months (after start of Year 5 of the contract)

4. Delivery and Pickup of Page Proofs

Contractor shall deliver page proofs to the following location:

U.S. Nuclear Regulatory Commission
Publishing Services Branch, OCIO
ATTN: Vicki E. Yanez - MS T-6-E7
Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

The page proofs shall be reviewed and proofread by the NRC Project Officer, pages for correction shall be returned to the contractor, and the camera-quality copy and an electronic version shall be delivered to the Project Officer after corrections. A detailed schedule for the Issuances and the Indexes is provided at Attachment 16 to this contract.

B.10 GOVERNMENT FURNISHED PROPERTY

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

1. Double-space typewritten manuscript copy of the issuances;
2. Keystrokes by telecommunications (via e-mail) from a Personal Computer (PC) in WordPerfect 8.0 or greater format;
3. Current list of index (subject) terms;
4. Two copies of each monthly printed issuance and each index, one copy of each issuance for the three months preceding the granting of the contract, and one copy of the latest issued index; and
5. Master computer tapes containing the indexes covering January 2001 through December 2005.

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

B.11 MATERIAL AVAILABLE FOR REVIEW

The following materials are available for review at the NRC Public Document Room located at One White Flint North, First Floor, 11555 Rockville Pike, Rockville, MD 20852-2738.

1. Copies of previously published softbound editions of issuances and indexes.
2. Copies of previously published hardbound editions of the issuances.

B.12 INSPECTION/ACCEPTANCE

1. All inspections, acceptance, and rejection decisions for the services and resultant deliverable(s) prepared by the contractor under this effort shall be reviewed by the Project Officer or the authorized representative for conformance to the terms of this contract. Inspection and acceptance of the deliverable(s) shall be made at destination (i.e., NRC Headquarters) by the Project Officer or the authorized representative. The contractor shall refer to Paragraph B.7 - Quality Control.
2. Upon receipt of all deliverable items specified, the Project Officer or the authorized representative shall inspect each item for compliance with the specifications contained herein. (Refer to Paragraph B.7 - Quality Control).
3. Acceptance or rejection of deliverable items shall be made by telephone contact or in writing by the Project Officer within 10 working days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 5 working days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 5 working days after receipt of the corrected items.

B.13 PLACE OF PICKUP AND DELIVERY

The items required shall be picked up and delivered to:

NRC-33-03-321 SECTION B

U.S. Nuclear Regulatory Commission
ATTN: Vicki E. Yanez
Room T-6-E19
Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

The mailing address is:

U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
ATTN: Vicki E. Yanez
Mail Stop: T-6-E7
Washington, DC 20555-0001

B.14 CONSIDERATION AND OBLIGATION

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$355,334.40. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$50,000.00. The Contracting Officer or its designee may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in Paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

B.15 DURATION OF CONTRACT

This contract shall commence on December 20, 2002 and will expire on December 19, 2007.

B.16 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1

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

Name: Vicki E. Yanez

NRC-33-03-321 SECTION B

Address: U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
Publication Services Branch
11545 Rockville Pike
Rockville, Maryland 20852

Telephone Number: (301) 415-6844

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

**B.17 52.216-21 REQUIREMENTS (OCT 1995)
ALTERNATE I (APR 1984)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of

requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 19, 2007.

B.18 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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 and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

B.19 SCHEDULE OF PRICES/COSTS

The contractor shall be reimbursed by the Government at the fixed unit prices reflected in the Schedule of Prices/Costs, which is reflected at Attachment 2 of this contract.

SECTION C - CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
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C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

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- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq , 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

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(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241)

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$35,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$355,334.40,;

(2) Any order for a combination of items in excess of \$355,334.40;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.6 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in

the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

C.7 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- Attachment 1 Billing Instructions For Fixed Price Contracts
- Attachment 2 Schedule of Prices/Costs
- Attachment 3 Sample -- Contents (Monthly Issuances)
- Attachment 4 Sample -- Contents (Hardbound Edition)
- Attachment 5 Sample -- Issuance and Footnote
- Attachment 6 Sample -- Case Name Index
- Attachment 7 Sample -- Digests and Headers
- Attachment 8 Sample -- Legal Citations Index (Cases)
- Attachment 9 Sample -- Legal Citations Index (Regulations)
- Attachment 10 Sample -- Legal Citations Index (Statutes)
- Attachment 11 Sample -- Legal Citations Index (Others)
- Attachment 12 Sample -- Subject Index
- Attachment 13 Sample -- Facility Index
- Attachment 14 Sample -- Work Order
- Attachment 15 Schedule for Issuances and Indexes

(MARCH 1996)
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BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. 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 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices 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 - Mail Room
11555 Rockville Pike
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 the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice 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 and 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.

R:\BILLING.396

Attachment 2

SCHEDULE OF PRICES/COSTS

A.2.1 CONTRACT YEAR ONE

Services	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. Preparation of camera-quality copy of issuances. (Note: It is estimated that the Contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	<u>Transmitted Electronically:</u> 1,400	Page (camera-quality)	\$ <u>30.50</u>	\$ <u>42,700.00</u>
	<u>Keystroke Manuscript:</u> 100			
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	Page (camera-quality)	\$ <u>32.24</u>	\$ <u>806.00</u>
3. Preparation of indexes for the issuances	300	Page (camera-quality)	\$ <u>50.26</u>	\$ <u>15,078.00</u>
4. Preparation of a computer tape for each semiannual index	2	Tape	\$ <u>140.57</u>	\$ <u>281.14</u>
5. Preparation of a PDF version of the six-month hardbound edition	2	PDF	\$ <u>182.83</u>	\$ <u>365.66</u>
6. Author's alterations (Note: The price is based on a recomposed page.)	160	Change	\$ <u>2.52</u>	\$ <u>403.20</u>
7. Preparation of index terms for the NRC.	2	List	\$ <u>no charge</u>	\$ <u>no charge</u>
TOTAL CONTRACT AMOUNT FOR YEAR ONE:				\$ <u>63,355.00</u>

A.2.1 CONTRACT YEAR TWO

Services	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. Preparation of camera-quality copy of issuances. (Note: It is estimated that the Contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	<u>Transmitted Electronically:</u> 1,400	Page (camera-quality)	\$ <u>31.42</u>	\$ <u>43,988.00</u>
	<u>Keystroke Manuscript:</u> 100		\$ <u>38.33</u>	\$ <u>3,833.00</u>
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	Page (camera-quality)	\$ <u>33.21</u>	\$ <u>830.25</u>
3. Preparation of indexes for the issuances	300	Page (camera-quality)	\$ <u>51.77</u>	\$ <u>15,531.00</u>
4. Preparation of a computer tape for each semiannual index	2	Tape	\$ <u>144.79</u>	\$ <u>289.58</u>
5. Preparation of a PDF version of the six-month hardbound edition	2	PDF	\$ <u>188.31</u>	\$ <u>376.62</u>
6. Author's alterations (Note: The price is based on a recomposed page.)	160	Change	\$ <u>2.60</u>	\$ <u>416.00</u>
7. Preparation of index terms for the NRC.	2	List	\$ <u>no charge</u>	\$ <u>no charge</u>
TOTAL CONTRACT AMOUNT FOR YEAR ONE:				\$ <u>65,264.45</u>

A.2.1 CONTRACT YEAR THREE

Services	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. Preparation of camera-quality copy of issuances. (Note: It is estimated that the Contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	<u>Transmitted Electronically:</u> 1,400	Page (camera-quality)	\$ <u>32.36</u>	\$ <u>45,304.00</u>
	<u>Keystroke Manuscript:</u> 100	Page (camera-quality)	\$ <u>39.48</u>	\$ <u>3,948.00</u>
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	Page (camera-quality)	\$ <u>34.21</u>	\$ <u>855.25</u>
3. Preparation of indexes for the issuances	300	Page (camera-quality)	\$ <u>53.32</u>	\$ <u>15,996.00</u>
4. Preparation of a computer tape for each semiannual index	2	Tape	\$ <u>149.13</u>	\$ <u>298.26</u>
5. Preparation of a PDF version of the six-month hardbound edition	2	PDF	\$ <u>193.96</u>	\$ <u>387.92</u>
6. Author's alterations (Note: The price is based on a recomposed page.)	160	Change	\$ <u>2.68</u>	\$ <u>428.80</u>
7. Preparation of index terms for the NRC.	2	List	\$ <u>no charge</u>	\$ <u>no charge</u>
TOTAL CONTRACT AMOUNT FOR YEAR ONE:				\$ <u>67,218.23</u>

A.2.1 CONTRACT YEAR FOUR

Services	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. Preparation of camera-quality copy of issuances. (Note: It is estimated that the Contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	<u>Transmitted Electronically:</u> 1,400	Page (camera-quality)	\$ <u>33.33</u>	\$ <u>46,662.00</u>
	<u>Keystroke Manuscript:</u> 100	Page (camera-quality)	\$ <u>40.66</u>	\$ <u>4,066.00</u>
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	Page (camera-quality)	\$ <u>35.24</u>	\$ <u>881.00</u>
3. Preparation of indexes for the issuances	300	Page (camera-quality)	\$ <u>54.92</u>	\$ <u>16,476.00</u>
4. Preparation of a computer tape for each semiannual index	2	Tape	\$ <u>153.60</u>	\$ <u>307.20</u>
5. Preparation of a PDF version of the six-month hardbound edition	2	PDF	\$ <u>199.78</u>	\$ <u>399.56</u>
6. Author's alterations (Note: The price is based on a recomposed page.)	160	Change	\$ <u>2.75</u>	\$ <u>441.60</u>
7. Preparation of index terms for the NRC.	2	List	\$ <u>no charge</u>	\$ <u>no charge</u>
TOTAL CONTRACT AMOUNT FOR YEAR ONE:				\$ <u>69,233.36</u>

A.2.1 CONTRACT YEAR FIVE

Services	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. Preparation of camera-quality copy of issuances. (Note: It is estimated that the Contractor will receive approximately 3,000 hardcopy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	<u>Transmitted Electronically:</u> 1,400	Page (camera-quality)	\$ <u>34.33</u>	\$ <u>48,062.00</u>
	<u>Keystroke Manuscript:</u> 100	Page (camera-quality)	\$ <u>41.88</u>	\$ <u>4,188.00</u>
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	Page (camera-quality)	\$ <u>36.30</u>	\$ <u>907.50</u>
3. Preparation of indexes for the issuances	300	Page (camera-quality)	\$ <u>56.57</u>	\$ <u>16,971.00</u>
4. Preparation of a computer tape for each semiannual index	2	Tape	\$ <u>158.21</u>	\$ <u>316.42</u>
5. Preparation of a PDF version of the six-month hardbound edition	2	PDF	\$ <u>205.77</u>	\$ <u>411.54</u>
6. Author's alterations (Note: The price is based on a recomposed page.)	160	Change	\$ <u>2.84</u>	\$ <u>454.40</u>
7. Preparation of index terms for the NRC.	2	List	\$ <u>no charge</u>	\$ <u>no charge</u>
8. Preparation of a compilation of the Indexes to the Issuances (Cumulative Index 6) For a five-year period (Jan. 2001 – Dec. 2005)	750	Page	\$ <u>25.27</u>	\$ <u>18,952.50</u>
TOTAL CONTRACT AMOUNT FOR YEAR FIVE:				\$ <u>90,263.36</u>

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Cite as 53 NRC 75 (2001)

LBP-01-1

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

ATOMIC SAFETY AND LICENSING BOARD

Before Administrative Judges:

Charles Bechhoefer, Chairman
Dr. Richard F. Cole
Dr. Charles N. Kelber

In the Matter of

Docket No. 50-423-LA-3
(ASLBP No. 00-771-01-LA-R)
(Facility Operating
License NPF-49)

NORTHEAST NUCLEAR ENERGY
COMPANY
(Millstone Nuclear Power Station,
Unit 3)

January 17, 2001

The Atomic Safety and Licensing Board denies a motion by Intervenors to reopen the record on one of their contentions, based on newly discovered information, on the ground that the information as presented would not likely have changed the result reached by the Licensing Board in LBP-00-26.

RULES OF PRACTICE: REOPENING OF PROCEEDINGS

Motions to reopen the record on a particular contention are governed by 10 C.F.R. § 2.734, which requires, *inter alia*, that the motion must demonstrate that a materially different result would be or would have been likely had the newly proffered evidence been considered initially.

RULES OF PRACTICE: DISCOVERY (UPDATING OF RESPONSES)

The obligation to update discovery responses (*see* 10 C.F.R. § 2.740(e)(2)) ends upon issuance by the Licensing Board of a ruling terminating that aspect of the proceeding to which the discovery relates.

MEMORANDUM AND ORDER (Denying Motion to Reopen Record on Contention 4)

On December 18, 2000, the Connecticut Coalition Against Millstone (CCAM) and the Long Island Coalition Against Millstone (CAM), Intervenors in this proceeding (collectively referenced as CCAM/CAM), filed a motion requesting that the Licensing Board reopen the record with respect to CCAM/CAM Contention 4, and to vacate its decision in LBP-00-26 on that contention, based on new information which, they assert, would have caused the Board to reach a different result with respect to that contention. Northeast Nuclear Energy Co. (NNECO or Licensee) and the NRC Staff oppose such motion. For reasons set forth below, we deny that motion and decline to reopen the record on Contention 4

I. BACKGROUND

CCAM/CAM Contention 4, as admitted in LBP-00-2, 51 NRC 25, 32, 34 (2000), reads as follows:

“Undue and Unnecessary Risk to Worker and Public Health and Safety”

The new set of administrative controls trades reliance on physical protection for administrative controls to an extent that poses an undue and unnecessary risk of a criticality accident, particularly due to the fact that the licensee has a history of not being able to adhere to administrative controls with respect, *inter alia*, to spent fuel pool configuration.

The Licensing Board, in accord with procedures spelled out in 10 C.F.R. Part 2, Subpart K, and based on affidavits or declarations filed by all parties, together with oral argument, concluded that

NNECO has demonstrated that it can adhere to administrative controls, with adequate safety margin and defense-in-depth, without posing an undue or unnecessary risk to plant workers or the public. The conservatively estimated error rate of fuel assembly misplacement of 1 in 3000 moves (or once every 9 years) is not high enough to characterize such an event as likely. Safety margins are maintained by the regulatory requirement that rack reactivity be less than 0.95, while the use of soluble boron adds defense-in-depth against an accidental criticality. Criticality calculations have used conservative assumptions, thereby introducing additional

margin We find, therefore, that, relative to Contention 4, there is no genuine and substantial dispute of fact or law that can only be resolved with sufficient accuracy by the introduction of evidence in an evidentiary hearing. As such, based on the record before us, we dispose of this contention as being resolved in favor of NNECO.

LBP-00-26, 52 NRC 181, 200 (2000).

CCAM/CAM on November 13, 2000, filed a petition for Commission review of LBP-00-26, including specifically our ruling on Contention 4. NNECO and the NRC Staff have opposed Commission review, claiming our ruling in LBP-00-26 was appropriate (including, *inter alia*, our ruling on Contention 4). The Commission has not yet ruled on CCAM/CAM's petition. The license amendments authorized by LBP-00-26 have, however, been issued by the NRC Staff (including a particular condition sought by CCAM/CAM, not directly pertinent to the matter here under consideration, on which all parties had agreed).

During the pendency of CCAM/CAM's appeal, however, CCAM/CAM became aware of further information they assert bears on their Contention 4. Specifically, during the week of November 24, 2000, NNECO advised the Staff that it "could not confirm the location of two fuel pins" at the Millstone Unit 1 spent fuel pool. Such disclosure was assertedly made public by NRC in the NRC Weekly Information Report for the Week Ending November 24, 2000. (CCAM/CAM have attached a copy of the pertinent excerpt from that report to its Motion to Reopen.) Further, CCAM/CAM advise that such disclosure was made public in the NRC Daily Events Report as Event No. 37596 dated December 14, 2000, a copy of which was also attached to the Motion. CCAM/CAM further note that the missing fuel pins would have properly been included among events set forth in NNECO's April 4, 2000 response to one of CCAM/CAM's March 21, 2000 interrogatories (adding that NNECO should have updated the interrogatory response as of the time it became aware of the new information).

Although the proceeding is currently pending before the Commission, CCAM/CAM filed their motion to reopen the record, and to vacate the decision in LBP-00-26, with the Board, with a copy of the motion included in CCAM/CAM's motion dated December 19, 2000, requesting that the Commission stay our decision in LBP-00-26 pending review of the motion to reopen. In CLI-00-25, 52 NRC 355, 357 n.3 (2000), the Commission noted that, during the appeal, the Board lacked jurisdiction to entertain the motion, that the motion should properly have been filed with the Commission, but it expressly remanded the motion to reopen to the Board for our consideration in the first instance, "given the Board's greater familiarity with the record in this case."

On January 8, 2001, NNECO and the Staff each filed responses in opposition to CCAM/CAM's motion, based on both procedural and substantive considerations. We turn now to our ruling on these matters.

II. LICENSING BOARD RULING ON CCAM/CAM MOTION

Under NRC rules, motions to reopen the record are governed by 10 C.F.R. § 2.734, which reads in pertinent part:

- (a) A motion to reopen a closed record to consider additional evidence will not be granted unless the following criteria are satisfied
- (1) The motion must be timely
 - (2) The motion must address a significant safety or environmental issue
 - (3) The motion must demonstrate that a materially different result would be or would have been likely had the newly proffered evidence been considered initially
- (b) The motion must be accompanied by one or more affidavits which set forth the factual and/or technical bases for the movant's claim that the criteria of paragraph (a) of this section have been satisfied . . .

At the outset, NNECO would have us reject the motion out of hand, for lack of any supporting affidavit (irrespective of any health and safety consequences that might be entailed). The Staff likewise would have us take into account the lack of an affidavit as one reason for denying the motion. Although we recognize the importance of the affidavit requirement, we decline to premise our decision in this particular instance on the lack thereof, for two reasons. First, the Commission is well aware of the affidavit requirement and that CCAM/CAM's motion failed to include an affidavit. When it remanded the motion to us for our consideration, given our "greater familiarity with the record," it would appear that the Commission intended that we consider the merits of the motion and not be swayed solely by its apparent procedural inadequacies. Second, the matters giving rise to the motion are matters of public record (copies of which have been provided in full to the Board and the Commission.) An affidavit to the effect that CCAM/CAM's representative discovered the reports that, in her opinion, bore on the contention that CCAM/CAM previously raised, would consist of little more than unnecessary paperwork. (In contrast, the demonstration of the significance of the new information and the likelihood of its causing a change in the result we previously reached might well have benefitted from the affidavit of a competent witness.)

Turning to the first reopening criterion — timeliness — the NRC Staff states that the motion was timely filed, and NNECO raises no timeliness objection. We find the motion to have been timely filed — i.e., within 3 weeks of the initial public availability of the information on which it is based.

Turning to the second criterion — significance of the issue — no party contests the safety significance of the issue to which the motion is addressed — i.e., NNECO's ability and willingness to carry out administrative controls relative to the spent fuel pool (SFP). Nor do we.

It is the third criterion — ability of the new information to cause us to reach a result different from that we previously reached — that NNECO and the Staff assert mandates that the motion must fail.

As described by NNECO, the facts giving rise to their identification of the missing fuel pins (or rods)¹ are as follows. NNECO first disclosed its findings to the NRC in mid-November, as reflected in the NRC Weekly Information Report specifically cited by the Intervenors. Subsequently, on December 14, 2000, NNECO made a report on this matter to the NRC in accordance with 10 C.F.R. § 20.2201(a)(1)(ii) (Event Number 37596). To summarize the event, as outlined in the affidavit of Joseph J. Parillo, a Senior Engineer in the Nuclear Analysis Section at the Millstone facility, attached to NNECO's response to the motion to reopen, the two fuel pins at issue were removed from a Millstone Unit 1 fuel assembly in October 1972 to allow General Electric (the fuel vendor) to examine the fuel to study the effects on the fuel of a saltwater intrusion into the reactor vessel at Unit 1. After the examination, the two pins could not be reinserted into the fuel assembly. The records indicate that the two pins were subsequently stored separately from the fuel assembly in a storage container in the Millstone Unit 1 SFP.

As part of the ongoing decommissioning of Unit 1, NNECO has been conducting records reviews for material in the Unit 1 SFP. During those reviews, the Licensee identified a discrepancy in the paperwork: NNECO records do not account for the two pins beginning in September 1980. Upon discovery of the discrepancy, NNECO began further records reviews and examinations in the Unit 1 SFP. Those reviews are currently ongoing with full knowledge and oversight of the NRC Staff. Contrary to the implications in the Motion to Reopen, there appears to have been no bad faith or attempt to conceal the issue by NNECO. NNECO promptly made the December 14 event notification to the NRC related to the unaccounted-for licensed material. Indeed, CCAM/CAM, in their motion, acknowledge that NNECO disclosed the event to the NRC during the week of November 24, 2000, and that they have access to the NRC documentation.²

It is CCAM/CAM's position that, had the Board been made aware during the proceeding that NNECO is unable to account for two highly radioactive spent fuel rods at Unit 1, we would have been unable to reach the conclusion we did relative to Contention 4 (see quotation above) and that we would have been legally compelled to commence a full evidentiary hearing on that contention. We disagree.

¹ Fuel rods (or, equivalently, pins) are elements of fuel assemblies. In boiling water reactors such as Millstone Unit 1, assemblies are typically denoted by the size of the array of fuel rods — a 15 × 15 assembly (sometimes called a bundle) consists of 225 rods.

² We express no opinion, however, as to whether NNECO's reporting of this incident to the NRC satisfactorily corresponded to reporting requirements applicable to NNECO's license for Unit 1.

CCAM/CAM themselves provide no basis, other than the opinion of counsel, to support this conclusion. To the extent that the missing fuel rods reflect on the ability of NNECO to carry out administrative controls — a major premise of Contention 4 — the issue is clearly one that would have been encompassed within the scope of the contention. We may also presume, although there is no evidence to this effect before us, that some of the NNECO personnel involved in the Unit 1 event may also be involved in the operation of Unit 3. But the event occurred long before the shutdown and later restart of Unit 3 (1996-1998). In LBP-00-26, we determined, on the basis of Staff affidavits together with Licensee statements of intentions, that NNECO's managerial capability and willingness to carry out administrative controls had dramatically improved following the restart.³ As reiterated by the Staff in opposing the motion to reopen,⁴ there is nothing in the new information concerning Millstone Unit 1 that would change the conclusions previously expressed by their witnesses, upon which we relied in part,⁵ to the effect that, following restart, NNECO had demonstrated its ability to carry out administrative controls adequately. Further, as emphasized both by NNECO (Affidavit of Joseph J. Parillo, dated January 5, 2001, ¶ 15) and the Staff (Affidavit of Laurence I. Kopp and Anthony C. Attard, dated January 8, 2001, ¶ 6), the misplacement of two fuel rods at Millstone Unit 3 would pose no criticality concern.

In its motion, CCAM/CAM also claim that NNECO should have updated its discovery response at the time it became aware of the missing fuel rods. In this instance, however, the obligation to update discovery responses (*see* 10 C.F.R. § 2.740(e)(2)) ended upon issuance by the Licensing Board of its ruling terminating that aspect of the proceeding to which the discovery related. Because NNECO apparently did not become aware of the missing fuel rods until November 2000, and because our decision in LBP-00-26 was issued on October 26, 2000, NNECO was not required to update its discovery responses at the time it became aware of the new information.

III. CONCLUSION

For the foregoing reasons, CCAM/CAM have not established a sufficient basis for us to conclude that, had the Millstone Unit 1 information been before us, we would have determined that an evidentiary hearing on Contention 4 was

³ We note, however, that, in accord with general NRC rules, there was no opportunity for public participation in the Millstone Unit 3 restart decision. Following approval by the Commission, the Staff authorized restart.

⁴ Affidavit of James C. Lanville, Jr., dated January 8, 2001, ¶ 5; Affidavit of Antone C. Ceme, Jr., dated January 8, 2001, ¶ 4.

⁵ LBP-00-26, 52 NRC at 199-200 & n 51.

warranted For that reason, CCAM/CAM's December 18, 2000 motion to reopen the record is hereby *denied*⁶

IT IS SO ORDERED.

THE ATOMIC SAFETY AND
LICENSING BOARD

Charles Bechhoefer, Chairman
ADMINISTRATIVE JUDGE

Dr. Richard F. Cole
ADMINISTRATIVE JUDGE

Dr. Charles N. Kelber
ADMINISTRATIVE JUDGE

Rockville, Maryland
January 17, 2001

[Copies of this Memorandum and Order have this date been transmitted by e-mail to counsel for each of the parties]

⁶ On January 16, 2001, CCAM/CAM moved for permission to respond to NNECO's January 8, 2001 filing in opposition to the Motion to Reopen. The Licensing Board hereby *denies* this motion. We note that the major point raised by NNECO was the lack of any affidavit — a requirement that we have found unnecessary with respect to the particular motion before us. CCAM/CAM may, of course, file a petition for reconsideration of this Memorandum and Order. See 10 C.F.R. § 2.771. Consideration of particular matters relevant to the incident at Millstone Unit 1 would be within our remanded jurisdiction, although other related matters might not be. Such a petition must be filed by January 29, 2001.

CASE NAME INDEX

CAROLINA POWER & LIGHT COMPANY
 OPERATING LICENSE AMENDMENT; MEMORANDUM AND ORDER, Docket No 50-400-LA, CLI-01-7, 53 NRC 113 (2001), CLI-01-11, 53 NRC 370 (2001)
 OPERATING LICENSE AMENDMENT, MEMORANDUM AND ORDER (Denying Request for Evidentiary Hearing and Terminating Proceeding), Docket No 50-400-LA (ASLBP No 99-762-02-LA), LBP-01-9, 53 NRC 239 (2001)

CONNECTICUT YANKEE ATOMIC POWER COMPANY
 REQUEST FOR ACTION, DIRECTOR'S DECISION UNDER 10 C.F.R. § 2.206, Docket No 50-213 (License No DPR-61); DD-01-2, 53 NRC 333 (2001)

CONSOLIDATED EDISON COMPANY OF NEW YORK
 LICENSE TRANSFER, MEMORANDUM AND ORDER, Docket Nos 50-003-LT, 50-247-LT (consolidated), CLI-01-8, 53 NRC 225 (2001)

DEPARTMENT OF THE ARMY
 MATERIALS LICENSE, MEMORANDUM AND ORDER (Approving Stipulation and Terminating Proceeding), Docket No 030-34610-ML (ASLBP No 99-768-02-ML) (M22/GID-3 Automatic Chemical Agent Detector/Alarm), LBP-01-12, 53 NRC 316 (2001)

DOMINION NUCLEAR CONNECTICUT, INC
 OPERATING LICENSE AMENDMENT, MEMORANDUM AND ORDER (CCAM/CAM Motion for Reconsideration of LBP-01-1), Docket No 50-423-LA-3 (ASLBP No 00-771-01-LA-R) (Facility Operating License NPF-49); LBP-01-17, 53 NRC 398 (2001)

DUKE COGEMA STONE & WEBSTER
 MATERIALS LICENSE; ORDER (Referring Petitions for Intervention and Requests for Hearing to Atomic Safety and Licensing Board Panel), Docket No 070-03098, CLI-01-13, 53 NRC 478 (2001)

ENERGY NUCLEAR FITZPATRICK LLC
 LICENSE TRANSFER, MEMORANDUM AND ORDER, Docket Nos 50-333-LT, 50-286-LT (consolidated), CLI-01-14, 53 NRC 488 (2001)
 LICENSE TRANSFER, MEMORANDUM AND ORDER (CAN's Revised Contention on Financial Qualifications), Docket Nos 50-333-LT, 50-286-LT (consolidated) (ASLBP No 01-785-02-LT); LBP-01-4, 53 NRC 121 (2001)
 LICENSE TRANSFER, MEMORANDUM AND ORDER (Approving Withdrawal of Nuclear Generation Employees' Association), Docket Nos 50-333-LT, 50-286-LT (consolidated) (ASLBP No 01-785-02-LT), LBP-01-5, 53 NRC 136 (2001)

ENERGY NUCLEAR INDIAN POINT 2 LLC
 LICENSE TRANSFER, MEMORANDUM AND ORDER, Docket Nos 50-003-LT, 50-247-LT (consolidated), CLI-01-8, 53 NRC 225 (2001)

ENERGY NUCLEAR INDIAN POINT 3 LLC
 LICENSE TRANSFER, MEMORANDUM AND ORDER, Docket Nos 50-333-LT, 50-286-LT (consolidated), CLI-01-14, 53 NRC 488 (2001)
 LICENSE TRANSFER, MEMORANDUM AND ORDER (CAN's Revised Contention on Financial Qualifications), Docket Nos 50-333-LT, 50-286-LT (consolidated) (ASLBP No 01-785-02-LT), LBP-01-4, 53 NRC 121 (2001)

CASE NAME INDEX

DIGESTS
ISSUANCES OF THE NUCLEAR REGULATORY COMMISSION

- CLI-01-1 PRIVATE FUEL STORAGE, L L C (Independent Spent Fuel Storage Installation), Docket No 72-22-ISFSI, INDEPENDENT SPENT FUEL STORAGE INSTALLATION, January 10, 2001, MEMORANDUM AND ORDER
- A The Commission denies the State of Utah's request for interlocutory review of the Atomic Safety and Licensing Board's ruling refusing to admit late-filed contentions Utah LL-00 LBP-00-28, 52 NRC 226 (2000)
- B When a petition for review is filed with the Commission at the same time as a motion for reconsideration is filed with the Board, the Commission will delay considering the petition for review until after the Board has ruled. See *International Uranium (USA) Corp* (White Mesa Uranium Mill), CLI-97-9, 46 NRC 23, 24-25 (1997)
- C Commission practice generally disfavors interlocutory review, recognizing an exception where the disputed ruling threatens the aggrieved party with serious, immediate, and irreparable harm or where it will have a "pervasive or unusual" effect on the proceedings below. See 10 C.F.R. § 2.786(g), *Private Fuel Storage, L.L.C* (Independent Spent Fuel Storage Installation), CLI-00-2, 51 NRC 77 (2000), *Sacramento Municipal Utility District* (Rancho Seco Nuclear Generating Station), CLI-94-2, 39 NRC 91, 93 (1994)
- D Refusal to admit a contention, where the intervenor's other contentions remain in litigation, does not constitute a pervasive effect on the litigation calling for interlocutory review. See, e.g., *Private Fuel Storage*, CLI-00-2, 51 NRC at 79-80
- E The possibility that an interlocutory ruling may be wrong does not in itself justify interlocutory review. See *Sequoyah Fuels Corp* (Gore, Oklahoma Site), CLI-94-11, 40 NRC 55, 61 (1994)
- F Incorrect interlocutory rulings may be reviewed, if necessary, on appeals from partial initial decisions or other final appealable orders. See *Private Fuel Storage*, CLI-00-2, 51 NRC at 80
- G The right of interested persons to intervene as a party in a licensing proceeding stems from the Atomic Energy Act, not from NEPA. See AEA § 189, 42 U.S.C. § 2239(a)(1)(A)
- H Failure to meet the standards for admitting late-filed contentions does not, under NRC rules, leave the Board free to impose an array of sanctions of varying severity. On the contrary, the rules specify that impermissibly late contentions "will not be entertained." See 10 C.F.R. § 2.714(a)(1)
- I Licensing Boards have broad discretion to sanction willful, prejudicial, and bad-faith behavior. 10 C.F.R. § 2.707, see, e.g., *Long Island Lightung Co* (Shoreham Nuclear Power Station, Unit 1), ALAB-902, 28 NRC 423 (1988), review denied, CLI-88-11, 28 NRC 603 (1988)
- CLI-01-2 SEQUOYAH FUELS CORPORATION (Gore, Oklahoma Site Decommissioning), Docket No 40-8027-MLA-4, MATERIALS LICENSE AMENDMENT, January 17, 2001, MEMORANDUM AND ORDER
- A The Commission affirms the Presiding Officer's decision to grant the State of Oklahoma a hearing with respect to Sequoyah Fuels Corporation's proposed site decommissioning plan for its Gore, Oklahoma uranium conversion facility, and declines to consider Sequoyah's interlocutory appeal of issues that do not pertain to whether the hearing request should have been denied in its entirety.
- B An applicant's claimed inability to pay for decommissioning as desired by the intervenor does not mean the intervenor's alleged injuries are not redressable, so as to defeat the intervenor's standing to contest the applicant's proposed decommissioning plan.
- C The redressability element of standing requires a party to show that its claimed actual or threatened injury could be cured by some action of the tribunal.

DIGESTS
ISSUANCES OF THE NUCLEAR REGULATORY COMMISSION

DIGESTS
ISSUANCES OF THE ATOMIC SAFETY AND LICENSING BOARDS

LBP-01-1 NORTHEAST NUCLEAR ENERGY COMPANY (Millstone Nuclear Power Station, Unit 3), Docket No. 50-423-LA-3 (ASLBP No. 00-771-01-LA-R) (Facility Operating License NPF-49), OPERATING LICENSE AMENDMENT, January 17, 2001, MEMORANDUM AND ORDER (Denying Motion to Reopen Record on Contention 4)

A The Atomic Safety and Licensing Board denies a motion by Intervenor to reopen the record on one of their contentions, based on newly discovered information, on the ground that the information as presented would not likely have changed the result reached by the Licensing Board in LBP-00-26

B Motions to reopen the record on a particular contention are governed by 10 C.F.R. § 2.734, which requires, *inter alia*, that the motion must demonstrate that a materially different result would be or would have been likely had the newly proffered evidence been considered initially

C The obligation to update discovery responses (*see* 10 C.F.R. § 2.740(e)(2)) ends upon issuance by the Licensing Board of a ruling terminating that aspect of the proceeding to which the discovery relates

LBP-01-2 FANSTEEL, INC (Muskogee, Oklahoma Facility), Docket No. 40-7580-MLA (ASLBP No. 00-772-01-MLA), MATERIALS LICENSE AMENDMENT, January 31, 2001 MEMORANDUM AND ORDER (Terminating Proceeding)

LBP-01-3 PRIVATE FUEL STORAGE, L.L.C. (Independent Spent Fuel Storage Installation), Docket No. 72-22-ISFSI (ASLBP No. 97-732-02-ISFSI), INDEPENDENT SPENT FUEL STORAGE INSTALLATION; January 31, 2001, MEMORANDUM AND ORDER (Rulings on Admissibility of Late-Filed Modification of Contention Utah L, Geotechnical, Basis 2, Referring Rulings and Certifying Question Regarding Admissibility)

A In this 10 C.F.R. Part 72 proceeding concerning the application of Private Fuel Storage, L.L.C. (PFS), for a license to construct and operate an independent spent fuel storage installation (ISFSI) on the reservation of the Skull Valley Band of Goshute Indians in Skull Valley, Utah, the Licensing Board (1) finds admissible certain portions of Intervenor State of Utah's request for a late-filed contention modification contesting a PFS request for an exemption from the deterministic seismic hazards analysis requirements of Part 72 in favor of a probabilistic methodology, and (2) pursuant to 10 C.F.R. §§ 2.718(i), 2.730(f), refers its admissibility rulings to the Commission and certifies to the Commission the question whether the State exemption request challenges are litigable in this adjudicatory proceeding

B To justify a presiding officer's consideration of the "merits" of a late-filed contention, *i.e.*, whether the contention fulfills the admissibility standards specified in 10 C.F.R. § 2.714, a party must demonstrate that a balancing of the five factors set forth in section 2.714(a)(1)(i)-(v) supports acceptance of the petition. The first and foremost factor in this appraisal is whether good cause exists that will excuse the late-filing of the contention. *See Commonwealth Edison Co* (Braidwood Nuclear Power Station, Units 1 and 2), CLI-86-8, 23 NRC 241, 244 (1986). And relevant to the evaluation of that factor, the good cause element has two components that impact on our assessment of the timeliness of a contention's filing: (1) when was sufficient information reasonably available to support the submission of the late-filed contention, and (2) once the information was available, how long did it take for the contention admission request to be prepared and filed. *See* LBP-99-3, 49 NRC 40, 46-48 (assessing late-filing factors relative to petition to intervene), *aff'd*, CLI-99-10, 49 NRC 318 (1999)

C Relative to the other four factors, in the absence of good cause there must be a compelling showing on the four remaining elements, of which factors two and four — availability of other means to protect the petitioner's interest and extent of representation of petitioner's interest by other parties — are to be given less weight than factors three and five — assistance in developing a strong record and broadening the issues/delaying the proceeding. *See Braidwood*, CLI-86-8, 23 NRC at 244-45

DIGESTS
ISSUANCES OF DIRECTORS' DECISIONS

DD-01-1 U S DEPARTMENT OF DEFENSE USERS OF DEPLETED URANIUM, Docket No 030-28641 (License No 42-23539-01AF) (Department of the Air Force), Docket No 030-29462 (License No 45-23645-01NA) (Department of the Navy), Docket No 040-08767 (License No SUC-1380) (Department of the Army), REQUEST FOR ACTION, January 9, 2001, DIRECTOR'S DECISION UNDER 10 C.F.R. § 2.206

A The Petitioner requested a formal NRC hearing to consider (1) the revocation of the master DU (depleted uranium) license for the U S Department of Defense (DOD) and all services, (2) implementation of substantial fines and consideration of personal criminal liability, (3) formal protection under the whistleblower statutes for himself and all others who are trying to obtain medical care for all DU casualties, and (4) completion of environmental remediation of all DU contamination

B The Director's Decision on this petition was issued on January 9, 2001. The NRC Staff has considered the issues raised by the Petitioner, and has determined that a significant portion of those issues falls outside NRC-regulated activities because this portion relates to military activities outside U S territories. With respect to the issues that fall within NRC jurisdiction, the Petitioner does not substantiate any significant health or safety concerns or significant violations of NRC requirements

DD-01-2 CONNECTICUT YANKEE ATOMIC POWER COMPANY (Haddam Neck Plant), Docket No 50-213 (License No DPR-61), REQUEST FOR ACTION, March 20, 2001, DIRECTOR'S DECISION UNDER 10 C.F.R. § 2.206

A The Petitioners requested that the U S Nuclear Regulatory Commission (NRC) take the following actions (1) conduct a full investigation of Connecticut Yankee Atomic Power Company's (CYAPCO's) garment laundering practices and specifically of the September 20, 2000, incident at a public laundry facility in which the Petitioners contend that the Licensee may have been laundering radioactively contaminated clothing; (2) revoke CYAPCO's license, or suspend it until such time that an investigation is completed and any contamination found at the public laundry facility as a result of the incident is remediated, (3) report any violation of regulations to the Department of Justice, and (4) conduct an informal public hearing

B The final Director's Decision on this petition was issued on March 20, 2001. It stated that the first request was granted by an NRC inspection, which concluded that adequate controls were in place to assure that CYAPCO clothing had not and would not become contaminated, and that CYAPCO's garment practices are in compliance with NRC regulations and do not endanger the health and safety of the public. In response to the second request, NRC did not take immediate action because inspection findings demonstrated that there were no immediate safety concerns. Based on the conclusions of the inspection report, NRC will not take action to suspend or revoke CYAPCO's license as no violations occurred. Similarly, since no violations of NRC regulations were identified, the third request was considered not to warrant any action. Finally, the fourth request was granted in principle to the extent that the Petitioners were provided opportunities to interact with the NRC Staff during its review of the petition, and the record of the NRC Staff review was available to the public. Since the issues of public health and safety and regulatory compliance submitted in the petition were resolved in a process open to the public, the NRC Staff does not plan to take any further action on this petition

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

TO:

FROM: NRC Project Officer

SUBJECT: DELIVERY ORDER NUMBER ___ FOR YEAR ___ PRODUCTS
UNDER CONTRACT NO.

NUMBER OF MANUSCRIPT PAGES:

DUE DATE FOR PAGE PROOFS:

Upon receipt of this delivery order, the Contractor shall perform those services highlighted in bold below in accordance with the terms and conditions of the subject contract. Upon completion of the work under this delivery order, the Contractor shall insert the quantity of camera-quality pages below.

Item No.	Products	Quantity	Unit	Unit Price	Total Amount
1.	Issuances				
	a. Electronic Transmission		pg.	\$	\$ _____
	b. Keystroke		pg.	\$	\$ _____
2.	Six-Month Hardbound				
	Table of Contents		pg.	\$	\$ _____
3.	Indexes		pg.	\$	\$ _____
4.	Computer Tape of				
	Semiannual Index		ea.	\$	\$ _____
5.	Alterations		ea.	\$	\$ _____
6.	List of Index Terms		ea.	\$	\$ _____
7.	PDF Version of				
	Six-Month Hardbound		ea.	\$	\$ _____
8.	Five-Year Compilation of Indexes		pg.	\$	\$ _____

TOTAL AMOUNT OF THIS DELIVERY ORDER: \$ _____

CURRENT CONTRACT OBLIGATION: \$ _____
 AMOUNT OF THIS DELIVERY ORDER: \$ _____
 CONTRACT OBLIGATION BALANCE: \$ _____

DISTRIBUTION OF COMPLETED DELIVERY ORDER:
 Original to Contractor
 Copy to Contract Administrator
 Copy to NRC Project Officer

ATTACHMENT 15

Schedule for Issuances:

- | | | |
|----|--|--|
| a. | Page proofs of monthly issuances, and copy of editor/proofreader's marked-up manuscript. | Contractor to NRC:
To be delivered to NRC as indicated in previous schedule of delivery |
| b | Corrections:
1. Page proofs of monthly issuances marked for corrections and/or author's alterations.

2. Corrected camera-quality copy and an electronic version of monthly issuances with all page proof corrections and author's alterations made (when necessary). | NRC to Contractor:
Any corrections to page proofs shall be transmitted to the contractor from NRC via telephone and hard copy for backup.

Contractor to NRC:
To be delivered to NRC within three (3) working days of receipt of necessary corrections from the NRC. |

Schedule for Indexes:

- | | | |
|----|--|--|
| a | Final, proofread page proofs of quarterly indexes. | Contractor to NRC:
To be delivered to NRC within 15 working days of delivery of final camera-quality copy of the issuances for the last month of the applicable calendar quarter. |
| b | Corrections
(1) Page proofs of quarterly index marked for corrections.

(2) Corrected camera-quality copy and an electronic version of quarterly indexes with all page proof corrections made (when necessary). | NRC to Contractor:
Any corrections to page proofs shall be transmitted to the contractor from NRC via telephone and hard copy for backup.

Contractor to NRC:
To be delivered to NRC within three (3) working days of receipt of necessary corrections from the NRC. |
| c. | Final, proofread page proofs of semiannual indexes. | Contractor to NRC:
To be delivered to NRC within 15 working days of delivery of final camera-quality copy of the issuances for the last month of the applicable semiannual period |

- d. Corrections:
- (1) Page proofs of semiannual indexes marked for corrections.
 - (2) Corrected camera-quality copy and an electronic version of semiannual indexes with all page proof corrections made (when necessary).

NRC to Contractor.
Any corrections to page proofs shall be transmitted to the contractor from NRC via telephone and hard copy for backup

Contractor to NRC:
To be delivered to NRC within three (3) working days of receipt of necessary corrections from the NRC.

Six-Month Hardbound:

Corrections to camera-quality pages for semiannual compilation
Contractor shall make changes to camera-quality pages and master file.
(Contractor shall provide corrected camera-quality pages)

NRC to Contractor.
Pages as required.

Contractor to NRC:
As agreed upon at time of request.

Table(s) of Contents:

One (1) copy of page proofs for table(s) of contents for six-month hardbound compilation of issuances.

NRC to Contractor:
As required.

Contractor to NRC:
As agreed upon at time of request.

- a. Corrections:
- (1) Page proofs of table(s) of contents for six-month hardbound compilation of issuances marked for corrections and changes to be returned by NRC to the contractor.
 - (2) One (1) final camera-quality copy and an electronic version of table(s) of contents for six-month hardbound compilation of issuances, with all corrections and changes made, to be furnished by the contractor to NRC.

Time of return will not be firmly scheduled.
Any corrections to page proofs shall be transmitted to the contractor from NRC via telephone and hard copy for backup

Within four (4) working days of receipt of necessary corrections and changes from the NRC.

List of Index Terms

Within three (3) working days of request by NRC. NRC will request every six (6) months.

Computer Tapes and PDF Versions.
(Refer to Paragraph B.3.3.)