



UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

AUG 22 1997

SUBJECT: REQUEST FOR PROPOSAL NO. RS-IRM-97-187 ENTITLED "NUCLEAR REGULATORY COMMISSION (NRC) ISSUANCES AND INDEXES"

OFFERORS:

The U.S. Nuclear Regulatory Commission (NRC) is soliciting proposals for commercial services for the project entitled above. The full scope of work anticipated is as set forth in Part A and B of the solicitation.

It is our intention by this solicitation to secure the best qualified organization available to perform this project as technical and past performance, when combined, are more important than cost.

This requirement is a 100% Small Business Set-Aside.

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Part D, Paragraph D.1 - INSTRUCTIONS TO OFFERORS, of the solicitation. In addition, proposals submitted to the NRC in response to the subject solicitation shall not exceed eighty (80) one-sided pages, inclusive of any charts, graphs, and/or resumes. All pages in excess of this limit will not be evaluated (refer to Paragraph D.2 - PROPOSAL PRESENTATION AND FORMAT. The NRC is prohibiting all Offerors from submitting foldouts, sales brochures, and/or catalogues under this solicitation.

All proposals will be evaluated against the evaluation criteria shown in Part D, Paragraph D.3.

Any questions concerning this solicitation must be received by the NRC, in writing, not later than ten (10) calendar days after the date of this solicitation. Questions may be faxed to (301) 415-8157 or forwarded to the following mailing address:

U.S. Nuclear Regulatory Commission
ATTN: Ms. DuBose
Division of Contracts and Property Management - T-7-12
Washington, D.C. 20555

Should you have any questions concerning the requirements of this solicitation, please contact Ms. DuBose, Contract Specialist on (301) 415- 6578 (collect calls will not be accepted).

Sincerely,

Sharon D. Mearse
Contracting Officer

9708270365 970822
PDR CONTR
GENERAL PDR



DF021

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER RS-IRM-97-187		PAGE OF PAGES 1 59		
2. CONTRACT NUMBER		3. AWARD/EFF. DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER RS-IRM-97-187		6. SOLICITATION ISSUE DATE 8/22/97	
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME Brenda J. DuBose			b. TELEPHONE NUMBER (No Collect Calls) (301) 415-6578		8. OFFER DUE DATE/ LOCAL TIME 09/15/97 12:00 Noon	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Management Branch 3 Washington, D.C. 20555		CODE N/A	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES <input type="checkbox"/> 8(A) SIC: 7389 FSC: SIZE STANDARD: 5.0			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A		12. DISCOUNT TERMS
15. DELIVER TO			CODE	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR			CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM Mail Stop T-9-H4 Washington, D.C. 20555			
TELEPHONE NO.				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	Refer to Addenda.							
	(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA N/A					26. TOTAL AWARD AMOUNT (For Govt Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.	ADDITIONAL	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.	ADDITIONAL	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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: REFER TO _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDENDUMS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS FOLLOWS: _____				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Wearse		31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CONTAINER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

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ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

A.1 PROJECT TITLE

The title of this project is as follows:

U.S. Nuclear Regulatory Commission Issuances and Indexes

A.2 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND
PRICES/COSTS

Work will be ordered upon issuance and receipt of a delivery order for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder which shall be at the fixed unit prices established under Paragraph A.2.1 through A.2.5 - Addenda Schedule of Supplies or Services and Prices/Costs.

A.2 (Continued)

A.2.1 CONTRACT YEAR ONE (December 7, 1997 - December 6, 1998)

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 hard-copy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	TRANSMITTED ELECTRONICALLY:			
	1,000	page	\$ _____	\$ _____
	*camera-quality page			
	DISKETTES:			
	400	page	\$ _____	\$ _____
	*camera-quality page			
	KEYSTROKE MANUSCRIPT:			
	100	page	\$ _____	\$ _____
	*camera-quality page			
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	page	\$ _____	\$ _____
*camera-quality page				
3. Preparation of indexes for the issuances	300	page	\$ _____	\$ _____
*camera-quality page				
4. Preparation and delivery of a master copy of the computer tape of issuances and indexes	2	each	\$ _____	\$ _____
*tape				
5. Author's alterations (Note: The price is based on a recomposed page.)	160	each	\$ _____	\$ _____
*change				
6. Preparation and delivery of index terms to the NRC.	2	each	\$ _____	\$ _____
*list				
TOTAL CONTRACT AMOUNT FOR YEAR ONE:			\$ _____	

A.2 (Continued)

A.2.2 CONTRACT YEAR TWO (December 7, 1998 - December 6, 1999)

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 hard-copy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	TRANSMITTED ELECTRONICALLY:			
	1,000	page	\$ _____	\$ _____
	*camera-quality page			
	DISKETTES:			
	400	page	\$ _____	\$ _____
	*camera-quality page			
	KEYSTROKE MANUSCRIPT:			
	100	page	\$ _____	\$ _____
	*camera-quality page			
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	page	\$ _____	\$ _____
	*camera-quality page			
3. Preparation of indexes for the issuances	300	page	\$ _____	\$ _____
	*camera-quality page			
4. Preparation and delivery of a master copy of the computer tape of issuances and indexes	2	each	\$ _____	\$ _____
	*tape			
5. Author's alterations (Note: The price is based on a recomposed page.)	160	each	\$ _____	\$ _____
	*change			
6. Preparation and delivery of index terms to the NRC.	2	each	\$ _____	\$ _____
	*list			
TOTAL CONTRACT AMOUNT FOR YEAR TWO:			\$ _____	

A.2 (Continued)

A.2.3 CONTRACT YEAR THREE (December 7, 1999 - December 6, 2000)

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 hard-copy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	TRANSMITTED ELECTRONICALLY:			
	1,000	page	\$ _____	\$ _____
	*camera-quality page			
	DISKETTES:			
	400	page	\$ _____	\$ _____
	*camera-quality page			
	KEYSTROKE MANUSCRIPT:			
	100	page	\$ _____	\$ _____
	*camera-quality page			
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	page	\$ _____	\$ _____
	*camera-quality page			
3. Preparation of indexes for the issuances	300	page	\$ _____	\$ _____
	*camera-quality page			
4. Preparation and delivery of a master copy of the computer tape of issuances and indexes	2	each	\$ _____	\$ _____
	*tape			
5. Author's alterations (Note: The price is based on a recomposed page.)	160	each	\$ _____	\$ _____
	*change			
6. Preparation and delivery of index terms to the NRC.	2	each	\$ _____	\$ _____
	*list			
TOTAL CONTRACT AMOUNT FOR YEAR THREE:			\$ _____	\$ _____

A.2 (Continued)

A.2.4 CONTRACT YEAR FOUR (December 7, 2000 - December 6, 2001)

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 hard-copy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	TRANSMITTED ELECTRONICALLY:			
	1,000	page	\$ _____	\$ _____
	*camera-quality page			
	DISKETTES:			
	400	page	\$ _____	\$ _____
	*camera-quality page			
	KEYSTROKE MANUSCRIPT:			
	100	page	\$ _____	\$ _____
	*camera-quality page			
2. Preparation of consolidated table(s) of contents for six-month hardbound edition	25	page	\$ _____	\$ _____
	*camera-quality page			
3. Preparation of indexes for the issuances	300	page	\$ _____	\$ _____
	*camera-quality page			
4. Preparation and delivery of a master copy of the computer tape of issuances and indexes	2	each	\$ _____	\$ _____
	*tape			
5. Author's alterations (Note: The price is based on a recomposed page.)	160	each	\$ _____	\$ _____
	*change			
6. Preparation and delivery of index terms to the NRC.	2	each	\$ _____	\$ _____
	*list			
TOTAL CONTRACT AMOUNT FOR YEAR FOUR:			\$ _____	

A.2 (Continued)

A.2.5 CONTRACT YEAR FIVE (December 7, 2001 - December 6, 2002)

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 hard-copy manuscript pages per year which will create a total of approximately 1,500 camera-quality pages.)	TRANSMITTED ELECTRONICALLY:			
	1,000	page	\$ _____	\$ _____
	*camera-quality page			
	DISKETTES:			
	400	page	\$ _____	\$ _____
*camera-quality page				
	KEYSTROKE MANUSCRIPT:			
	100	page	\$ _____	\$ _____
*camera-quality page				
2. Preparation of consolidated table of contents for six-month hardbound edition	25	page	\$ _____	\$ _____
*camera-quality page				
3. Preparation of indexes for the issuance	300	page	\$ _____	\$ _____
*camera-quality page				
4. Preparation and delivery of a master copy of the computer tape of issuances and indexes	2	each	\$ _____	\$ _____
*tape				
5. Author's alterations (Note: The price is based on a recomposed page.)	160	each	\$ _____	\$ _____
*change				
6. Preparation and delivery of index terms to the NRC.	2	each	\$ _____	\$ _____
*list				
7. Preparation of a compilation of the Indexes to the NRC Issuances (Cumulative Index 5) for a five-year period (January 1996-December 2000).	750	page	\$ _____	\$ _____
*camera-quality page				

TOTAL CONTRACT AMOUNT FOR YEAR FIVE: \$ _____

A.3 STATEMENT OF WORK

A.3.1 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 under Section 2.206, 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).

A.3 (Continued)

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

A.3.2 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, and a compilation of Indexes for 5 years of issuances.

A.3.3 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 which shall be subject to the Project Officer's approval. The Contractor shall refer to Section B for Attachments 2 through 12) referenced herein. Specifications for the work to be performed are as follows:

1. The contractor shall accept manuscripts (hardcopy) and transmitted keystrokes of these manuscripts from personal computers (PCs) or diskettes which are created by word processing packages such as WordPerfect 5.1 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.

PC transmission shall be asynchronous and use a communications package, such as CROSSTALK. A data line and modem (asynchronous) shall be required. PC diskettes shall contain documents in a WordPerfect 5.1 or greater format.

A.3 (Continued)

It is estimated that the contractor will receive approximately 3,000 hard-copy 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 1997 and ending with June 2002. 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 2.)
4. The contractor shall make changes to pages of camera-quality copy of the 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 3), 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 1997, July-December 1997, January-March 1998, January-June 1998, July-September 1998, July-December 1998, January-March 1999, January-June 1999, July-September 1999, July-December 1999, January-March 2000, January-June 2000, July-September 2000, July-December 2000, January-March 2001, January-June 2001, July-September 2001, July-December 2001, January-March 2002, January-June 2002, using the present format and subject headings, with additional headings as determined by the contractor (indexer) and the user.
7. The contractor shall prepare computer tapes that shall be proofread and checked for accuracy for a period covering six (6) monthly issuances and one (1) semiannual index. The tape shall be provided to the NRC Project Officer after the contractor has completed all corrections

A.3 (Continued)

for the six-month hardbound edition. The computer tape shall be a 4 mm DAT [Digital Audio Tape] with 4/8 capacity using ASCII character code with fixed length records and fixed blocking of each issuance and each index without typesetting codes.

- 8. The contractor shall prepare and deliver a compilation of the Indexes to the Nuclear Regulatory Commission Issuances, NUREG-0750, for a five-year period, January 1996-December 2000 in Year 5 of this contract.

A.3.4 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 Uniform System of Citation, 15th Ed, Harvard Law Review Assn. Press; hereafter referred to as Bluebook, as a reference legal style guide, and the GPO Style Manual for grammatical style not covered in the Bluebook. (Refer to Paragraph B.16 - Material Available for Review.)
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

A.3 (Continued)

Headnotes shall be inserted before appearances or the first text heading, such as, "Initial Decision," "Memorandum and Order," etc. Headnotes may be transmitted to the contractor after transmittal of the opinion. The contractor shall be responsible for matching the correct opinion and headnote according to the 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 $\frac{1}{2}$ 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 4, for sample).

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

A.3 (Continued)

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 for 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 2.)

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

A.3.5 Preparation of Consolidated 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. NRC 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 (English Times)) as contained in Volume 43 of the hardbound

A.3 (Continued)

editions as provided by the NRC Project Officer. The contractor shall not use italics nor alter the style in any way (Refer to Attachment 3, 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 computer tape, as necessary, after monthly issuances have been printed, as requested by the Project Officer, to prepare for use again in the six-month hardbound compilation.

A.3.6 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 a 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 5.)

A.3 (Continued)

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 6.)

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 7 through 10.)

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 11.)

7. Facility Index

A.3 (Continued)

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 12.)

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 pasted up on a divider board with strips indicating the index name. (Refer to Attachments 5 through 12.)

A.3.7 Quality Control

1. Transmission Verification

Compare transmitted keystrokes with hard-copy manuscript to insert symbols or any wordage lost in transmission, make any changes indicated on hard-copy manuscript, and insert format codes. (Refer to Attachment 4 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 correct the errors and furnish corrected copy without additional cost to the Commission 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 maybe billed to the NRC as author's alterations at the rate established under Section A of the contract.

A.3 (Continued)

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 database copy. The copy used for indexing shall be the same as the camera-quality copy and the computer tapes shall be the same as the camera-quality copy.

A.3.8 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 1996-December 2002.

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

NOTE: The contractor shall refer to Section B, Paragraph B.13 for Deliverables and Schedule.

CONTRACT CLAUSES

B.1 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on December 7, 1997 and will expire on December 6, 1999. The term of this contract may be extended at the option of the Government for an additional three one-year periods.

B.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1997)

- (a) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (b) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (c) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (d) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to

B.2 (Continued)

the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (g) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (h) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232.33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

B.2 (Continued)

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

- (i) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (j) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (k) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (l) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all

B.2 (Continued)

rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (m) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (n) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (c) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (p) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.
- (r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

[End of Clause]

52.232-18
52.247-34

AVAILABILITY OF FUNDS
F.O.B. DESTINATION

APR 1984
NOV 1991

**B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(JUN 1988)**

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*____. 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 ____*____. The Contracting Officer 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.

[End of Clause]

*To be incorporated into any resultant contract

B.4 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 December 7, 1997 through December 6, 2002, however, additional orders may be placed should the Government exercise the three one-year option periods.
- (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.

[End of Clause]

B.5 ORDER LIMITATIONS

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 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 ;
 - (2) Any order for a combination of items in excess of ; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (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.

[End of Clause]

**B.6 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

B.6 (Continued)

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 6, 2002.

[End of Clause]

B.7 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

*

*

- (b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

B.8 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall

B.8 (Continued)

comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

B.9 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

(b) Inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or the authorized representative.

(c) 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.

(d) 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.

[End of Clause]

**B.10 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT**

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

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

B.10 (Continued)

located at B.20. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

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

[End of Clause]

B.11 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

*

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and

B.11 (Continued)

other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.

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

[End of Clause]

*To be incorporated into any resultant contract

B.12 DELIVERABLES AND SCHEDULE

YEAR ONE THROUGH FIVE (DECEMBER 6, 1997 THROUGH DECEMBER 7, 2002)

<u>Item</u>	<u>Description</u>	<u>Schedule for Delivery For Year One thru Five</u>
1.	Keystrokes, diskettes, and manuscripts to be transmitted by NRC to the contractor.	<ul style="list-style-type: none">a. Keystrokes, diskettes, 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 to the contractor as they are generated by NRC.b. Processing of any issuances keystroked or otherwise furnished to the contractor beyond close of business of the tenth (10th) working day of a month may be deferred by the contractor for processing with the following month's issuances. Moreover, should the contractor have received, by close of business of the tenth (10th) working day of a month, one or more partial issuances, processing of such issuances may also 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 with instructions for coordinating with the appropriate issuance.

B.12 (Continued)

2. Part I. Issuances--Accelerated Schedule (Year One Only)

Accelerated schedule of keystrokes and manuscripts for July-December 1997. 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 1997 semiannual index shall be made 15 days thereafter.

<u>Monthly Issuances</u>	<u>(Page Proofs) Required Delivery Date*</u>	<u>Estimated No. of Working Days</u>
July 1997		10
August 1997		7
September 1997	(6)	7
October 1997		7
November 1997		7
December 1997		7
July-Sept. 1997 Quarterly Index	(1)	15
July-Dec. 1997 Semiannual Index	(1)	15

Above schedule firm

<u>Number of Working Days</u>	<u>Number of Manuscript Pages</u>
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)

*To be established after contract award.

B.12 (Continued)

2 Part II. Issuances--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.

<u>Monthly Issuances</u>	<u>(Page Proofs) Required Delivery Date*</u>	<u>Estimated No. of Working Days</u>
January 1998 (Beginning of regular schedule in Year 1)	(54)	(Based on number of pages)
June 2002 (Last monthly in Year 5)		
January-March July-September Quarterly Indexes	(9)	15
January-June July-December Semiannual Index	(9)	15
Regular Schedule		

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

*To be established after contract award by delivery order.

B.12 (Continued)

The above-specified required delivery dates apply when issuance pages both complete and partial, regardless of method of transmission to the contractor, 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. Such notification shall be furnished no later than the above specified delivery date for that issuance, if 500 pages or fewer.

2. Part III. 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 (master computer tapes) will be furnished at the outset of Year 5 of the contract.

	(Page Proofs) Required <u>Delivery Date*</u>	Estimated No. of <u>Working Days</u>
Compilation for January 1996- December 2000	August 2002	9 months (after start of Year 5 of the contract)

2. Part IV. Delivery and Pickup of Page Proofs

Contractor shall deliver page proofs to the following location:

U.S. Nuclear Regulatory Commission
Publications Branch, OCIO
ATTN: *
Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

The page proofs shall be 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 is outlined below.

B.12 (Continued)

Schedule for Issuances:

3. 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.

4. Corrections:

NRC to Contractor:

- a. Page proofs of monthly issuances marked for corrections and/or author's alterations.
- b. Corrected camera-quality copy and an electronic version of monthly issuances with all page proof corrections and author's alterations made (when necessary).

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:

5. 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.

6. Corrections:

NRC to Contractor:

- a. Page proofs of quarterly index marked for corrections.
- b. Corrected camera-quality copy and an electronic version of quarterly indexes with all page proof corrections made (when necessary).

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.

7. 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.

B.12 (Continued)

8. Corrections:
- a. Page proofs of semiannual indexes marked for corrections.
 - b. Corrected camera-quality copy and an electronic version of semiannual indexes with all page proof corrections made (when necessary).
9. 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.)
10. Table(s) of Contents:
One (1) copy of page proofs for table(s) of contents for six-month hardbound compilation of issuances.
11. Corrections:
- a. 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.
 - b. 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.
12. List of Index Terms
13. Computer Tapes. See A.3.3.
- 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.
- NRC to Contractor:
Pages as required.
- Contractor to NRC:
As agreed upon at time of request.
- NRC to Contractor:
As required.
- Contractor to NRC:
As agreed upon at time of request.
- 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.
- Within three (3) working days of request by NRC.

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B.12 (Continued)

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B.13 GOVERNMENT FURNISHED PROPERTY

- (a) The 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 from a Personal Computer (PC) or diskettes in WordPerfect 5.1 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
 5. master computer tapes containing the indexes covering January 1996 thru December 2000, assuming all option years are exercised by the Government
- (b) The above listed equipment/property is hereby transferred from contract/agreement N/A.
- (c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

[End of Clause]

B.14 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

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

Name: _____*

B.14 (Continued)

Address: ____*____

Telephone Number: ____*____

(b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

[End of Clause]

*To be incorporated into any resultant contract

B.15 MATERIAL AVAILABLE FOR REVIEW

The following materials are available for review at the NRC Public Document Room located at the Gelman Building, 2120 L Street, N.W., Washington, DC:

1. Copies of previously published softbound editions of issuances and indexes.
2. The Uniform System of Citation, 15th Ed., Harvard Law Review Association Press, referred to as the "Bluebook."
3. Copies of previously published hardbound editions of the issuances.

B.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable

B.16 (Continued)

to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
 - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) 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:
- XX (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).
 - XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
 - XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));
 - (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4));
 - (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).
 - XX (6) 52.222-26, Equal Opportunity (E.O. 11246).
 - XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
 - XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
 - (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
 - (12) Reserved.
 - (13) 52.225-18, European Union Sanction for End Products

B.16 (Continued)

(E.O. 12849).

(14) 52.225-19, European Union Sanction for Services (E.O. 12849).

— (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

— (ii) Alternate I of 52.225-21.

— (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

— (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to 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:

— (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 agrees to 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

B.16 (Continued)

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, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

B.17 ATTACHMENTS (MAR 1987)

Attachment Number	Title
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B.17 (Continued)

01	Sample - NRC Work Order
01A	Billing Instructions - Fixed Price
02	Sample - Contents (Monthly Issuances)
03	Sample - Contents (Hardbound Edition)
04	Sample - Issuance and Footnote
05	Sample - Case Name Index
06	Sample - Digests
07	Sample - Legal Citations Index (Cases)
08	Sample - Legal Citations Index (Regulations)
09	Sample - Legal Citations Index (Statutes)
10	Sample - Legal Citations Index (Others)
11	Sample - Subject Index
12	Sample - Facility Index
13	Standard Form 3881 - Payment Information Form - ACH Vendor Payment System

B.18 Rights in Data--Special Works.

RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(a) Definitions.

'Data,' as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

'Unlimited rights,' as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data produced in the performance of this contract.

(2) The contractor recognizes that the materials that it will produce under the resultant contract are in the public domain and that the contractor will obtain no intellectual property rights in any of the materials it produces under the resultant contract, including indexes, headings, and other ancillary materials.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data produced in the performance of this contract, nor authorize others to do so.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

SOLICITATION PROVISIONS

D.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 1995)

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in Item 9 of this solicitation at or before the exact time specified in this solicitation. All hand-carried offers including those delivered by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the loading dock security station located at 11555 Rockville Pike, Rockville, Maryland, 20852 and received in the depository located in Room T7-12. All offerors should allow extra time for internal mail distribution. NRC is a secure facility with perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 am - 3:30 pm, Monday through Friday, excluding Federal holidays.

Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;

D.1 (Continued)

- (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive

D.1 (Continued)

informalities and minor irregularities in offers received.

- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 ((202) 755-0325/0326).
 - (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610)607-2667/2179).
 - (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

[End of Provision]

D.2 PROPOSAL PRESENTATION AND FORMAT

A. GENERAL

Proposals must be typed, legible and printed or reproduced on letter-size paper. PROPOSALS SHALL NOT EXCEED 80 ONE-SIDED PAGES. ALL PAGES IN EXCESS OF THIS LIMIT WILL NOT BE CONSIDERED OR EVALUATED.

D.2 (Continued)

All charts, graphs, resumes, and other information will be counted in the page limitation. Foldouts and sales brochures are prohibited.

All technical questions concerning this RFP must be submitted in writing and must be received within 10 calendar days after the issue date of this solicitation. Questions must be received at the address identified for receipt of proposals. The Contracting Officer will not respond in writing to questions received after the deadline for receipt of questions.

Proposals in response to this solicitation must be submitted in the following three separate and distinct parts:

- (1) Two original signed copies of this entire solicitation package. All applicable sections must be completed by the Offeror.
- (2) One original and four copies of the "Cost Proposal" shall be submitted.
- (3) One original and four copies of the "Technical and Management Proposal" shall be submitted.

B. CORRECTNESS OF THE PROPOSAL

Caution--Offerors are notified that all information provided in their proposals, including all resumes, must be accurate, truthful, and complete to the best of the Offeror's knowledge and belief. The Commission will rely upon all such representations made by the Offeror both in the evaluation process and for the performance of the work by the Offeror selected for award. The Commission may require the Offeror to substantiate the credentials, education and employment history of its employees, subcontractor personnel and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

C. PRICE PROPOSAL

The Offeror shall submit proposed prices in Section A of this solicitation. Although not required for the proposal, the Offeror should be prepared to submit--upon the Contracting Officer's request--information such as proposed labor hours and labor rates, cost of equipment, if any, and/or materials, etc.

D. TECHNICAL AND MANAGEMENT PROPOSAL

The Technical and Management Proposal shall not contain any reference to prices. The Offeror shall submit with its Technical Proposal full and complete information, in the order

D.2 (Continued)

set forth below, to permit the NRC to perform a thorough evaluation and make a sound determination of whether the offeror will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

Statements which paraphrase the Statement of Work without communicating the Offeror's approach for meeting the NRC's requirements, or statements to the effect that the Offeror's understanding can or will comply with the Statement of Work may be construed as an indication of the Offeror's lack of understanding of the Statement of Work and objectives.

IMPORTANT: The technical proposal shall be fully self-contained, and shall specifically address the technical evaluation criteria set forth in Paragraph D.3, with due consideration of the Statement of Work. The proposal shall be divided into the following three major sections and must set forth as a minimum the following:

I. PERSONNEL QUALIFICATIONS

Identify the "Personnel," and submit a resume for the proposed personnel to be utilized in the performance of any resulting contract in the following major categories: (1) editor/indexer (legal editing and indexing), (2) proofreader (legal and technical work), (3) project manager (direction of exacting work of this type and knowledge of legal and technical publications), (4) typesetter (knowledge of typesetting software). All resumes of the proposed personnel should contain qualifications and experience as it relates to publishing and indexing of legal work using the "BlueBook" style and technical work.

Identify any subcontractors and their availability for performance of work under any resultant contract.

At a minimum, each resume should contain the following information:

1. Position (position description; proposed duties and responsibilities)
2. Name
3. Education (degrees/year/specialization/granting institution)
4. Years of employment with firm
5. Experience history (experience directly related to performance of this Statement of Work)
6. Training/Education and accomplishments

In the event any proposed personnel (corporate and/or

D.2 (Continued)

subcontracted) are not currently employed by the offeror, the offeror should provide a letter of commitment from the individual(s) indicating their intent to join the offeror's organization in the event of contract award.

II. TECHNICAL APPROACH

- a. Discuss the offeror's plan to fulfill the requirements as stated under the Statement of Work, indicating the extent to which the offeror demonstrates a sound approach and comprehensive implementation plan for achieving the technical objectives of the work described in this effort.
- b. Discuss a system for quality control for assuring accuracy of camera-quality copy and the electronic version. Also, include a detailed approach for meeting the accelerated delivery schedule for issuances and indexes and equipment compatibility and capability. Discuss any potential problem areas and the approach to be taken to resolve these areas, inclusive of any interpretations, requirements, or assumptions.

III. CORPORATE EXPERIENCE/PAST PERFORMANCE

The offeror should provide the following information concerning corporate experience/past performance:

CORPORATE EXPERIENCE/PAST PERFORMANCE

Identify and discuss contracts similar in size and scope to this requirement that your firm has been awarded within the past three years in the area of publishing and indexing of legal work using the "BlueBook" style and technical work. In addition, the Offeror shall provide pertinent details regarding your firm's performance history on contracts similar in scope to this requirement. Include letters of commendation and any other available factual documentation to support your firm's performance history.

Also, provide any other pertinent information that will aid in the evaluation of the offeror's performance record. Each offeror is REQUIRED to submit synopses of ALL corporate experience directly relevant to this solicitation and discuss significant accomplishments.

D.2 (Continued)

Identify ALL contracts that your firm has been awarded that were terminated for convenience or default, or subject to any disputes.

Provide the following specific details for five contracts that your firm has been awarded that are similar in scope to this procurement:

1. Contract Number
2. Client's name
3. Client's address
4. Current telephone number for the technical representative and contract administrator/contracting officer
5. Period of Performance
6. Description of the services being provided.

The NRC intends to contact these references and request the completion of a performance survey questionnaire of all offerors' proposals included in the Competitive Range.

D.2 (continued)

D.2A 52.212-2 EVALUATION -- COMMERCIAL ITEMS (OCT 1995)

- (a) The Government will evaluate an offeror's proposal from the perspective of corporate experience/written evidence of successful past performance; qualified personnel; and technical approach in the area of publishing and indexing of legal work using the "BlueBook" style and technical work.

Technical and past performance, when combined, are more important than cost.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[End of Provision]

D.3 EVALUATION CRITERIA

The Offeror shall ensure that its technical proposal contains full and complete information as required by Section D of this requirement. The following evaluation criteria will be used:

TOTAL POINTS: 100

1. PERSONNEL (35 POINTS)
Extent to which the Offeror addresses personnel qualifications including related education, experience, and training as it relates to publishing and indexing of legal work using the "BlueBook" style and technical work. Discuss the availability of any key and support personnel that may be required to perform under this effort. (35)
2. TECHNICAL APPROACH (35 POINTS)
 - (a) Extent to which the Offeror understands the requirements as reflected in the Statement of Work and demonstrates a sound approach and comprehensive implementation plan for achieving the technical objectives of the work described in this effort. (20)
 - (b) Extent to which the Offeror demonstrates an acceptable system for quality control for assuring accuracy of camera-quality copy and the electronic version, a detailed approach for meeting the accelerated delivery schedule, and equipment compatibility and capability. (15)
3. CORPORATE EXPERIENCE/PAST PERFORMANCE (30)
Extent to which the proposal demonstrates corporate experience and successful past performance on contracts of similar size and scope to this procurement in the area of publishing and indexing legal and technical work.

D.4 52.16-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Requirements contract resulting from this solicitation.

[End of Provision]

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

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

[End of Provision]

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

- (a) All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards may not be made until a contract has been awarded. Pursuant to requirements of FAR 15.1001(b)(2), preliminary notification will be provided before the award for small business set-aside procurements on negotiated procurements.
- (b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:
- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
 - (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
 - (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
 - (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

[End of Provision]

D.7 NRCAR 2052.222-70 NONDISCRIMINATION BECAUSE
OF AGE (JAN 1993)

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

- (a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and
- (b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

[End of Provision]

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS
COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

Small disadvantaged business concern means a small business concern that--

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

Women-owned small business concern means a small business concern--

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

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock

D.8 (Continued)

of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(2) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) Small disadvantaged business concern. The offeror represents that it [] is, [] is not a small disadvantaged business concern.
- (3) Women-owned small business concern. The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern. The offeror represents that it [] is, [] is not, a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [] is, [] is not an emerging

small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

- (i) It [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
 - (ii) It [] has, [] has not, filed all required compliance reports.
- (3) Affirmative Action Compliance. The offeror represents that--
- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
 - (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act-Trade Agreement-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act-Trade Agreement-Balance of Payments Program, is included in this solicitation.)
- (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act-Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act-Trade Agreements-Balance of Payments Program:"

(Insert line item numbers)

- (ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act-Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g) (1) (iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

D.8 (Continued)

attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

D.9 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Management Branch 3
Mail Stop T-7-I2
Washington, D.C. 20555

Hand carried address:

U.S. Nuclear Regulatory Commission
Division of Contracts & Property Mgmt
Two White Flint North
11545 Rockville Pike
Rockville, Maryland 20852-2738

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.



UNITED STATES
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

(SAMPLE)

TO:

FROM: Vicki Yanez, NRC Project Officer

SUBJECT: DELIVERY ORDER NUMBER FOR YEAR ONE 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.	\$ 00.00	\$ _____
	b. Diskette		pg.	\$ 00.00	\$ _____
	c. Keystroke		pg.	\$ 00.00	\$ _____
2.	Six-Month Hardbound				
	Table of Contents		pg.	\$ 00.00	\$ _____
3.	Indexes		pg.	\$ 00.00	\$ _____
4.	Computer Tape		ea.	\$ 00.00	\$ _____
5.	Alterations		ea.	\$ 00.00	\$ _____
6.	List of Index Terms		ea.	N/C	\$ _____
7.	Five-Year Compilation of Indexes		pg.	\$ 00.00	\$ _____

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

(MARCH 1996)

Page 1 of 3

**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-7-1-2
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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3)

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.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

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

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CLI-97-4

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

COMMISSIONERS:

Shirley Ann Jackson, Chairman
Kenneth C. Rogers
Greta J. Dicus
Nils J. Diaz
Edward McGaffigan, Jr.

In the Matter of

Docket No. 70-3070-ML

LOUISIANA ENERGY SERVICES, L.P.
(Claiborne Enrichment Center)

March 21, 1997

The Commission grants Nuclear Energy Institute's motion for leave to file an *amicus curiae* brief in the appeal of the Atomic Safety and Licensing Board's second Partial Initial Decision, LBP-96-25, 44 NRC 331 (1996), and adjusts the briefing schedule and page limits for responsive and reply briefs. The Commission also grants Louisiana Energy Services' motion for the Commission to defer filing of petitions for review of the third Partial Initial Decision, LBP-97-3, 45 NRC 99 (1997).

RULES OF PRACTICE: *AMICUS CURIAE*

"[A]n *amicus curiae* necessarily takes the proceeding as it finds it. An *amicus curiae* can neither inject new issues into a proceeding nor alter the content of the record developed by the parties." *Public Service Co. of New Hampshire* (Seabrook Station Units 1 and 2), ALAB-862, 25 NRC 144, 150 (1987) (footnote omitted).

ORDER

The Commission has before it two contested motions in the proceeding on Louisiana Energy Services' (LES's) application for construction and operation

of the Claiborne Enrichment Center near Homer, Louisiana. The first is the Nuclear Energy Institute's (NEI's) motion for leave to file an *amicus curiae* brief in the appeal of the Atomic Safety and Licensing Board's second Partial Initial Decision, LBP-96-25, 44 NRC 331 (1996). The second is LES's motion for deferral of the schedule for seeking Commission review of the Board's third Partial Initial Decision, LBP-97-3, 45 NRC 99 (1997). We have decided to grant NEI's motion, and LES's motion in part, and to make appropriate adjustments in the briefing schedule and page limits.

1. Attached to NEI's motion is the *amicus* brief itself. NEI seeks leave to file its brief because it believes that LBP-96-25 rests on "significant legal error which, if allowed to stand, could severely affect the interests of the nuclear energy industry." The Intervenor, Citizens Against Nuclear Trash (CANT), opposes NEI's motion and requests that the Commission deny it. According to CANT, it would be "unduly burdensome" to require CANT, with its "extremely limited resources," to respond to yet another entity's arguments, when the license applicant is "adequately represented by two large law firms with significant resources." In the alternative, CANT requests that it be given sufficient time to respond to the NEI brief.

NEI's motion for leave to file the *amicus* brief is granted. CANT will suffer no substantive prejudice from the *amicus* filing: "[A]n *amicus curiae* necessarily takes the proceeding as it finds it. An *amicus curiae* can neither inject new issues into a proceeding nor alter the content of the record developed by the parties." *Public Service Co. of New Hampshire* (Seabrook Station, Units 1 and 2), ALAB-862, 25 NRC 144, 150 (1987) (footnote omitted). We adjust CANT's briefing deadline and page limits as indicated below so that CANT's brief can take account of the NEI filing.

2. LES's motion requests that the Commission defer the filing of petitions for review of the third Partial Initial Decision, LBP-97-3, until after a fourth Partial Initial Decision is issued sometime in the near future. LES states that "this approach will allow LES, and indeed all parties, to evaluate whether to file a petition for review based upon both partial decisions, and would allow the two partial decisions to be addressed simultaneously and therefore most efficiently."

CANT opposes the motion. According to CANT, LES's approach would be "unduly burdensome and unfair" because it might require CANT to simultaneously address both LBP-97-3 and the Board's forthcoming decision. However, a proposed filing schedule submitted by CANT indicates that CANT does not object to delaying the filing of a petition for review of LBP-97-3.

We have decided against mandating simultaneous petitions, because the two decisions likely will address quite separate issues: decommissioning funding (LBP-97-3) and "environmental justice" (the anticipated fourth Partial Initial Decision). However, to the extent that LES's motion requests a delay in filing a petition for review, we grant the motion. We anticipate that the parties can

better evaluate the need for and scope of further petitions after they have the opportunity to review the Board's fourth Partial Initial Decision, which we expect to be issued by May 1, 1997.

3. To accommodate the NEI *amicus* brief, we amend the briefing schedule and page limits with respect to LBP-96-25 as follows:

- (1) CANI shall file a single responsive brief on or before May 1, 1997. Its brief shall not exceed 55 pages.
- (2) The reply briefs shall be filed on or before May 15, 1997.

To accommodate the delay in filing petitions for review of LBP-97-3, we establish the following schedule:

- (1) Petitions for Review of LBP-97-3 shall be filed within 7 days after the date of issuance of the fourth Partial Initial Decision.
- (2) Responses to any petition for review of LBP-97-3 shall be filed in accordance with 10 C.F.R. § 2.786(b)(3).

Finally, the deadline for filing petitions for review of the fourth Partial Initial Decision is extended by 7 days beyond the deadline established by 10 C.F.R. § 2.786(b)(1).¹ In all other respects, all petitions and responses shall be filed in accordance with 10 C.F.R. § 2.786.

IT IS SO ORDERED.

For the Commission

JOHN C. HOYLE
Secretary of the Commission

Dated at Rockville, Maryland,
this 21st day of March 1997.

¹ We have attempted to devise a schedule that avoids simultaneous filings. However, we recognize that depending on the date of issuance of the fourth Partial Initial Decision this schedule may need to be readjusted. The parties remain free to request an adjustment in this schedule if they believe that circumstances warrant it.

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RALPH L. TETRICK
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SPECIAL PROCEEDING; CORRECTED COPY OF MEMORANDUM AND ORDER (Denial of Reconsideration, Stay); Docket No. 55-20726-SP (ASLBP No. 96-721-01-SP) (Re: Operator License); LBP-97-6, 45 NRC 130 (1997)

SEQUOYAH FUELS CORPORATION and GENERAL ATOMICS
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TOLEDO EDISON COMPANY, *et al.*
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 MATERIALS LICENSE AMENDMENT; MEMORANDUM AND ORDER (Dismissing Proceeding); Docket No. 30-02764-MLA (ASLBP No. 97-722-01-MLA); LBP-97-5, 45 NRC 128 (1997)

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DIGESTS
ISSUANCES OF THE NUCLEAR REGULATORY COMMISSION

- CLI-97-1 SEQUOYAH FUELS CORPORATION and GENERAL ATOMICS (Gore, Oklahoma Site Decommissioning and Decommissioning Funding), Docket No. 40-8027-EA; ENFORCEMENT ACTION; January 22, 1997; MEMORANDUM AND ORDER
- A The Commission grants two petitions for review challenging the Licensing Board's approval of a settlement agreement. The Commission also establishes a briefing schedule.
- CLI-97-2 LOUISIANA ENERGY SERVICES, L.P. (Claiborne Enrichment Center), Docket No. 70-3070-ML; MATERIALS LICENSE; January 29, 1997; ORDER
- A The Commission denies a motion, filed by the Intervenor, requesting partial reconsideration of CLI-96-8, 44 NRC 107 (1996). In CLI-96-8, the Commission granted in part and denied in part the Intervenor's petition for review of Atomic Safety and Licensing Board Initial Decision LBP-96-7, 43 NRC 142 (1996), which resolved all contentions on emergency planning in the Applicant's favor.
- B Motion for reconsideration may not rest on a new thesis that could have been raised earlier in a petition for review.
- C NRC rules contemplate petitions for reconsideration of a Commission decision on the merits, not petitions for reconsideration of a Commission decision to decline review of an issue. See 10 C.F.R. § 2.786(e).
- CLI-97-3 LOUISIANA ENERGY SERVICES, L.P. (Claiborne Enrichment Center), Docket No. 70-3070-ML; MATERIALS LICENSE; February 13, 1997; ORDER
- A The Commission grants petitions filed by the Staff and Louisiana Energy Services for Commission review of the Atomic Safety and Licensing Board Partial Initial Decision, LBP-96-25, 44 NRC 331 (1996), and sets a briefing schedule pursuant to 10 C.F.R. § 2.786(d).
- CLI-97-4 LOUISIANA ENERGY SERVICES, L.P. (Claiborne Enrichment Center), Docket No. 70-3070-ML; MATERIALS LICENSE; March 21, 1997; ORDER
- A The Commission grants Nuclear Energy Institute's motion for leave to file an *amicus curiae* brief in the appeal of the Atomic Safety and Licensing Board's second Partial Initial Decision, LBP-96-25, 44 NRC 331 (1996), and adjusts the briefing schedule and page limits for responsive and reply briefs. The Commission also grants Louisiana Energy Services' motion for the Commission to defer certain motions for review of the third Partial Initial Decision, LBP-97-3, 45 NRC 99 (1997).
- B "[A]n *amicus curiae* necessarily takes the proceeding as it finds it. An *amicus curiae* can neither inject new issues into a proceeding nor alter the content of the record developed by the parties." *Public Service Co. of New Hampshire* (Seabrook Station, Units 1 and 2), ALAB-862, 25 NRC 144, 150 (1987) (footnote omitted).

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ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
NRC NUCLEAR REGULATORY COMMISSION		
AGENCY IDENTIFIER NRC	AGENCY LOCATION CODE (ALC) 31000001	ACH FORMAT <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4 WASHINGTON, DC 20555-0001		
CONTACT PERSON NAME FINANCIAL OPERATIONS SECTION		TELEPHONE NUMBER (301) 415-7520

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME	
ADDRESS	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER:	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCK BOX NUMBER:
ACH FORMAT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCK BOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

1. Agency Information Section -- Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section -- Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section -- Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

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