

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2 CONTRACT NO: 21-01-305
 3 AWARD/EFFECTIVE DATE: See 31.c.
 4 ORDER NO.:
 5 SOLICITATION NO: 70010096
 6 SOLICITATION ISSUE DATE:
 7 FOR SOLICITATION INFORMATION CALL:
 a. NAME:
 b. TELEPHONE NO (No Collect Calls):
 8 OFFER DUE DATE/LOCAL TIME:

9 ISSUED BY: U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: Yvette Brown - Mail Stop T-7-I-2
 Contract Management Branch 2
 Washington DC 20555
 CODE:
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE: 0 % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
 NAICS: 561492
 SIZE STANDARD:
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 12. DISCOUNT TERMS: N/A
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):
 13b. RATING: N/A
 14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: See Section C.18
 CODE:
 16. ADMINISTERED BY: As stated in Block 9. above
 CODE:

17a. CONTRACTOR/OFFEROR CODE: NEAL R. GROSS AND CO., INC.
 1323 Rhode Island Avenue N.W.
 Washington DC 20005
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: U.S. Nuclear Regulatory Commission
 Division of Contracts & Property Mgmt.
 Mail Stop T-7-I-2
 Washington DC 20555
 CODE:
 TELEPHONE NO: 202-234-4433

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a commercial item, services contract for verbatim stenographic court reporting services. See Section B.4 for description.				

25. ACCOUNTING AND APPROPRIATION DATA: 252A 31X0200.17D B&R=17D15113105*17D15212105*17D15312105
 JCN-B81831=\$75,000 JCN-70001=\$25,000 JCN-N70241=\$9,000
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$109,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN
 29. AWARD OF CONTRACT. REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Neal R. Gross
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): NEAL R. GROSS, PRES
 30c. DATE SIGNED: 3/20/01
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Sharon D. Stewart
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Sharon D. Stewart
 31c. DATE SIGNED: 3/20/01

32a. QUANTITY IN COLUMN 21 HAS BEEN:
 RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
 33. SHIP NUMBER: PARTIAL FINAL
 34. VOUCHER NUMBER:
 35. AMOUNT VERIFIED CORRECT FOR:
 36. PAYMENT: COMPLETE PARTIAL FINAL
 37. CHECK NUMBER:
 38. S/R ACCOUNT NUMBER:
 39. S/R VOUCHER NUMBER:
 40. PAID BY:

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE:
 32c. DATE:
 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 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 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

	Est. Qty.	Unit	Price	Total
1. SERVICES				
Furnish the reporter and typed original/ duplicated copies				
a. 7 - work day original	11090	pg	\$6.50	\$ 72,085.00
7 - work day copy	9329	pg	\$.25	\$ 2,332.25
b. 3 - work day original	521	pg	\$8.75	\$ 4,558.75
3 - work day copy	4506	pg	\$.25	\$ 1,126.50
c. 1 - work day original	302	pg	\$9.25	\$ 2,793.50
1 - work day copy	1518	pg	\$.25	\$ 379.50
2. VIDEO/CASSETTE TAPES (NRC Supplied) Furnish typed original and duplicated copies of record				
a. 7 - work day original	2000	pg	\$5.50	\$ 11,000.00
7 - work day copy	2000	pg	\$.25	\$ 500.00
b. 3 - work day original	2000	pg	\$7.75	\$ 15,500.00
3 - work day copy	2000	pg	\$.25	\$ 500.00
c. 1 - work day original	2000	pg	\$8.25	\$ 16,500.00
1 - work day copy	2000	pg	\$.25	\$ 500.00
	Est. No. Mtg.	Unit	Price	Total
3. REPORTER FEE FOR OFFICE OF THE SECRETARY MEETINGS (Per assignment, Per reporter, per day)	15	ea	\$125.00	\$ 1,875.00
4. REPORTER FEE FOR OUTSIDE THE D.C. METRO AREA (Per assignment, Per reporter, per day)	200	ea	\$225.00	\$ 45,000.00
TOTAL ESTIMATED AMOUNT FOR THE PERIOD - - - - -				\$174,650.50
AND 2-ONE MONTH OPTIONS (if exercised)				

B.1 PROJECT TITLE

The title of this project is as follows:

VERBATIM REPORTING SERVICES

B.2 BRIEF DESCRIPTION OF WORK

(a) Brief description of work:

The U.S. Nuclear Regulatory Commission requires verbatim reporting services for a variety of depositions, investigations, meetings, and hearings throughout the United States including Hawaii, Alaska, Puerto Rico, Guam, any other United States protectorate and the countries of Canada and Mexico.

(b) Orders will be issued for work required by the NRC in accordance with Section C.3, 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.

B.3 SCHEDULE

Upon receipt of a work order by the NRC Project Officer, The Contractor shall provide verbatim reporting services in accordance with Section B.4 - "Description/Specifications/ Work Statement" for a two month period of performance at the rates set forth herein.

B.4 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**B.4.1 STATEMENT OF WORK****B.4.2 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) requires reporting services for a variety of depositions, hearings, investigations, meetings and oral arguments throughout the United States including Alaska and Hawaii, and Puerto Rico, Guam, any U.S. protectorate and the countries of Canada and Mexico for NRC headquarter offices including but not limited to: the Office of the Commission, the Atomic Safety and Licensing Board Panel (ASLBP); the Advisory Committee on Reactor Safeguards (ACRS); Advisory Committee on Nuclear Waste (ACNW) and the Office of the Secretary (SECY); investigative interviews of the Offices of Investigations (OI) and Office of the Inspector General (OIG); and other meetings or workshops for NRC Offices of the Chief Information Officer, Office of the Chief Financial Officer, Office of Administration, Office of Human Resources, Office of Nuclear Material Safety and Safeguards, Office of Nuclear Regulatory Research, Office of Nuclear Reactor Regulation, International Programs, Public Affairs, Office of the General Counsel, and other offices or any successor to these offices as required.

In keeping with NRC's mission to protect the public health and safety in the nuclear Reactor, Materials and Waste Arenas, many public meetings, adjudicatory proceedings, and depositions are held as part of the decision making process in licensing nuclear facilities. These activities are an extremely important and closely scrutinized part of the Commission's daily operations. The nature of the services are such that delays, errors and other forms of unsatisfactory or poor performance will jeopardize the interests of the Commission and adversely impact its regulatory review process.

The subject matter to be recorded at adjudicatory hearings and oral arguments before Atomic Safety and Licensing Boards and at meetings of the ACRS and other meetings is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. At ACRS meetings, there are frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, often extremely informal, portions of which may be highly sensitive or of a confidential nature. Personnel security interviews conducted by the Office of Administration's Division of Security are sensitive and must always be recorded and handled with the utmost confidentiality. Sensitive investigations which the Offices of Investigations and Inspector General choose to record must also be handled and treated with the utmost confidentiality.

Meetings and investigations conducted by NRC offices are held in various locations throughout the country and sometimes require multiple, simultaneous reporting. Most of the hearings are conducted at various locations throughout the contiguous United States.

B.4.3 DEFINITIONS

1. Employment agreement: An agreement which creates an employer/employee relationship between a business entity ("organization") and an individual in which the parties agree that, in exchange for services rendered within a specified tour of duty as determined (and controlled) by the organization, the organization shall pay specified wages or salary to the individual and possibly fringe benefits such as health insurance. Additionally, the organization is responsible for the withholding of social security and necessary Federal/State employment taxes from the base salary of the employee.
2. Consecutive hearing days: Days in which hearings take place which are separated only by Saturdays, Sundays, or Federal holidays.
3. Non-consecutive hearing days: Days in which hearings or meetings take place which are separated by days other than Saturdays, Sundays, or Federal holidays.
4. Duplicated: Shall include duplication by various processes including photocopy, multiple computer printout, disk copy, video and audio tape, etc.

5. Headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, Maryland.
6. Hearings: May include, but are not limited to, any and all types of proceedings conducted by the NRC, whether open to the public or closed. For example, hearings include adjudicatory proceedings, investigative interviews, industry conferences, committee meetings, multiple-party telephone conferences, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any proceedings deemed necessary by the Commission.
7. Presiding Officer: Unless some other person is so designated in the work order, the Presiding Officer means the person who presides, chairs, regulates or controls the event which is being reported.
8. Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 8:30 a.m. the following day (local time at the place of proceeding) Monday through Friday; they include all hours on Federal holidays, Saturdays, and Sundays.
9. Regular Hours: Those hours between 8:30 a.m. and 6:00 p.m. (local time at the place of the proceeding) Monday through Friday, excluding legal Federal holidays.
10. Session: A reporting unit or part of a hearing or meeting for which a transcript is required.
11. Verbatim Reporting: The reporting of verbatim spoken words recorded by the reporter at hearings by means of notes, stenomask, directly recorded dictation or monitored direct recording, and the typed reproduction thereof.
12. Subcontract: Any agreement (other than one involving an employer/employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the original contract or subcontract.
13. Commission Meetings: Any meeting of one or more of the NRC Commissioners outside the Washington, D.C. metropolitan area.

B.4.4 SCOPE OF WORK

The Contractor shall furnish state-of-the-art verbatim reporting services for depositions, investigations, meetings, hearings, and oral arguments at various locations throughout the United States as may be required by NRC Headquarter's offices. The NRC agrees to order from the Contractor all of the Commission's requirements for the services described herein, except, however, at the discretion of the Commission, certain out-of-town closed meetings of the Commissioners and, in the event of a failure of court reporting to report for contract performance. In addition, the Commission may or may not use the Contractor for joint hearings held with other Federal, State, or local government agencies. In place of an on site court reporter, the Commission may provide video media (video analog tapes (VHS), computer disks, CD ROMS, DVD, or other

technology as it becomes available) to the contractor for transcription or may require the contractor to transcribe the hearing by viewing the hearing from a video conferencing link to our headquarter or out-of-town hearing room.

The NRC at all times shall have the right to reproduce transcripts, diskettes, video, audio tapes and other electronic material furnished under this contract. The NRC also reserves the right to place electronic copies of transcripts, audio/video tapes furnished under or provide to this contract on NRC's external web sites for viewing by the members of the Public. The NRC reserves to itself the authority to change this practice at any time, with or without prior notice to the Contractor.

The Contractor agrees to furnish the services set forth herein when ordered by the NRC at the rates specified in the schedule. Attention is directed to Contract Clause 52.212-4 entitled "Contract Terms and Conditions--Commercial Items (MAY 1999)" which establishes the criteria for default of a contractor and the liability of the contractor to the Government.

B.4.4.1 Performance

At the close of each week, the contractor shall confirm with the NRC Project Officer(s) via e-mail or other agreed upon media, the work orders scheduled for the following week.

The Contractor shall promptly provide as many persons competent in the technique of court reporting and maintain such staff and equipment as may be necessary for the furnishing of satisfactory transcripts, diskettes, and copies thereof in accordance with the requirements of this contract. The assigned reporter appearing at any session shall perform all work in a businesslike manner and according to the standards of the reporting profession. The reporter shall be properly attired consistent with professional protocol and shall conform to the standards set forth in the statement of work.

B.4.4.2 Supervision

The assigned reporter shall at all times be governed by the instructions of the Presiding Officer in matters affecting the composition of the record. Any changes or additions to the original work request shall be communicated and approved by the Project or Contracting Officer.

B.4.4.3 Reporting

At least twenty-four hours prior to the hearing, deposition or meeting, the Contractor or the assigned reporter shall call the appropriate NRC contact listed on the work order to confirm the time and location as provided on the original request. If mutually agreed to by the reporter and NRC contact, the beginning or ending time of a meeting can be adjusted by as much as an hour.

The assigned reporter shall report to the hearing or meeting

facility no less than 45 minutes prior to the scheduled commencement of a hearing and present himself/herself to the Presiding Official in order to receive any pertinent instructions from the Presiding Official, and to install and have any necessary equipment fully operational prior to the time set for commencement of the hearing. To the maximum extent practical, when requested by the Presiding Official, the Contractor shall assign the same reporter or, in the case of lengthy hearings the same group of reporters, to hearings lasting more than one (1) day.

The assigned reporter shall report/record verbatim everything spoken or presented during a session and incorporate it into the transcript unless the Presiding Official otherwise directs. This shall include a record of appearances, with the names and identification of the parties who actually testify or speak at the proceedings or who request the entering of their appearance, together with such other matters as may be directed to be included by the Presiding Officer. The record shall also include a complete list of exhibits received in numerical or alphabetical order. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Presiding Officer. No part of the proceedings shall be omitted from the record unless the Presiding Officer so directs. A full and complete verbatim record shall be made and transcribed unless the Presiding Official directs differently.

It shall be the responsibility of the Contractor to furnish complete transcripts, electronic files, video tapes, etc. as ordered which accurately reflect the full and complete verbatim record of the hearings. Except for those instances as described below, transcription may be taken by an electronic (direct) recording device, by stenomask, or by stenotype machine. In the event that transcription by any reporting technique for any investigative hearings by the NRC's Office of Investigations, Office of Inspector General and Division of Security, is determined by the NRC to be an impediment in any manner, the Contractor will be required to use another technique.

Microphones must be accessible to all persons speaking at a proceeding. Therefore, the Contractor shall provide capacity to transcribe persons not in the vicinity of a fixed microphone, such as cordless portable microphone(s) or stenomask enhancement. The Contractor shall use state-of-the-art recording equipment for all hearing and meetings.

Depositions are to be taken by duly authorized notaries who are empowered to administer oaths in the state in which the hearing is being held. Investigative interviews are to be by reporters empowered to administer oaths in the state in which the hearing is being held. No separate fees shall be charged for notary services, administering oaths, or affixing seals.

B.4.4.4 Recess

The reporter should inform the Presiding Officer to obtain clarification when there is inaudible testimony, equipment malfunction, etc. This is not intended to give a reporter carte

blanche authority to interrupt the hearings on a frequent basis. However, in the case of ACRS, ACNW, and out-of-town Commission meetings, no such interruption will be allowed. The Contractor shall have equipment which will not cause disruption of a meeting if the person reporting the proceedings is replaced.

B.4.4.5 Accuracy

If electronic recording devices are used, they must be of such quality as to insure against error, misinterpretation, or loss of voice. Equipment must be continuously operator monitored and include four separate tracks so as to permit separate transcription of simultaneous conversation, listening, preamplification and speaker identification facilities. The placement of all equipment used by the Contractor during a hearing or meeting is subject to the approval of the Presiding Officer or meeting official. Backup tapes are required for all reporting sessions.

Where errors attributable to the Contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspellings if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for "the," etc.) the NRC may demand and the Contractor shall correct the errors and furnish corrected transcripts as soon as possible but not later than three (3) business days after receipt of notification. Court reporter(s) is responsible for identifying participants and speakers as required.

B.4.4.6 Authentication

The original of the paper transcript shall be authenticated by an original signature of the Official Reporter reporting the hearing by a certificate page in a form to be approved by the Project Officer, substantially as follows:

"This is to certify that the attached proceedings before the United States Nuclear Regulatory Commission in the matter of:

(Name of Proceeding)
 (Docket Number)
 (Place of Proceeding)

were held as herein appears, and that this is the original transcript thereof for the file of _____ the United States Nuclear Regulatory Commission taken by me and, thereafter reduced to typewriting by me or under the direction of the court reporting company, and that the transcript is a true and accurate record of the foregoing proceedings.

/S/
 (Signature Typed)
 Official Reporter
 Reporter's Affiliation"

Or,

"This is to certify that the attached description of a meeting of the United States Nuclear Regulatory Commission entitled:

(Title of Meeting)
 (Place of Meeting)
 (Date of Meeting)

was held as herein appears, is true and accurate record of the meeting, and that this is the original transcript thereof taken stenographically by me, thereafter reduced to typewriting by me or under the direction of the court reporting company.

/S/
 (Signature Typed)
 Official Reporter
 Reporter's Affiliation"

If the reporter does not actually type the transcript, signature of the typist is also required.

B.4.4.7 Format

a. **Transcripts:** Transcripts shall be typed on white 20-pound rag bond or equal. The original of all transcripts shall be furnished to the Commission. Paper shall be 8-1/2 x 11 inches in size, with a margin of 1-3/4 inches at the left-hand side and a margin of 3/8 inch at the right-hand side. Paper to be used will be subject to approval by the Commission. Typing shall be double-spaced using Arial 11 or equal type styles (see Attachment 2). Use of "or equal" type faces will be subject to the approval of the Commission. Only one type element may be used in a single transcript. Whenever testimony is continuous, requiring more than one line, the typing shall begin as close as possible to the left marginal line. Words shall be properly hyphenated when necessary. The per page rate set forth in the schedule will be paid for the title page and index page(s) and for all pages containing 25 lines of transcription. There will be no payment for Disclaimer or Authentication page. Any additional duplicated copies of such transcripts ordered and delivered will be invoiced and paid at the same page count as the original transcript. Each line must contain words not characters, signs, or symbols. Numbers indicating each line of transcription upon the page; i.e., 1 to 25 inclusive, shall be printed at the left margin line of the original transcript. Each page shall contain a minimum of 25 lines, except the last page of transcription which may have less.

b. **Covers and Title Pages:** Each copy of the transcript furnished shall be bound with covers of good quality, white or colored (other than yellow, description for which follows) 140-pound index paper, No. 1 sulphite paper, or similar material approved by the Commission. Red covers shall not be used. Cover markings shall include a statement, when appropriate, that the contents are of an in-camera, proprietary nature, in which case a yellow cover shall be used. Each transcript shall also have a title page. The cover and title page shall show general information such as an identification

of the U.S. Nuclear Regulatory Commission, the nature of the proceeding (e.g., Commission Meeting, Atomic Safety and Licensing Board Proceeding, Advisory Committee on Reactor Safeguards Meeting, Office of Investigations, etc.), name of proceeding, location, date, number of pages, work order number, page range and, when applicable, the docket number. In the case of Commission meetings the title page shall also show the title of the meeting, indicate "COMMISSION MEETING" and either "PUBLIC MEETING," or "CLOSED MEETING" (for closed meetings, the page shall also indicate the exemption number(s), the place, date, and starting time). The title page shall list the Commissioners present as well as members of the staff and presenters seated at the Commission table.

c. Indexing: In the original and each copy of the transcript of a Licensing Board proceeding, the title page showing name, docket number, date of proceedings, appearances, location, etc., shall be followed by a page or pages indexing the witnesses and exhibits. Each transcript shall include one complete index of witnesses and exhibits. The index shall state the pages devoted to the testimony of the witness, the party for whom testifying, and the page at which direct, cross, redirect, recross, and Board examination begins. The index shall also identify the exhibits by number and/or letter showing the page and party where identified for the record, and the page where admitted, denied admittance, or withdrawn, and give a brief description of the nature of the exhibit. Other documentary material bound into the transcript, as required by the Presiding Officer, shall also be indexed in the same fashion.

d. Pagination: Unless otherwise required by the Presiding Officer, the paging of the transcript shall be in a single series of consecutive numbers regardless of the number of days of the hearing. The page numbers of the transcript of a further hearing shall follow consecutively the paging of the last previous hearing in the same proceeding, unless otherwise required by the Presiding Officer. Page numbers are to be placed at the top right corner of each page.

e. Binding: Transcripts shall be punched with three (3) round 1/4-inch holes, 4-1/4 inch center-to-center, and shall be tied with 3/8-inch cotton twill (red notary tape) in such a manner that it can be disassembled and reassembled with ease. The Contractor shall punch and bind with the record, in the order of its submittal, each document which is accepted and required by the Presiding Officer for the record, it being understood that the Presiding Officer will not accept any material not of suitable size for the record. Any material, including exhibits, not of suitable size shall be so specified as not part of the transcribed record and be handled separately as an exhibit.

B.4.4.8 Legibility

The original transcript and all machine-reproduced copies supplied by the Contractor must be clearly legible and machine reproducible. Duplicated copies shall be on white 20-pound paper or equal. In the event the Commission or Presiding Officer finds one or more copies to be illegible or unreproducible, the Contractor agrees to correct same or replace with acceptable copies within three (3) business

days after receipt of notification.

In the case of Contractor supplies VHS tapes, CD or DVD disks must be compatible with NRC viewing equipment and must be clear and in focus.

B.4.4.9 ACRS Disclaimer

Transcripts for ACRS and ACNW meetings shall include a disclaimer page inserted as the first page (unnumbered) as follows:

"PUBLIC NOTICE BY THE
UNITED STATES NUCLEAR REGULATORY COMMISSION'S
ADVISORY COMMITTEE ON REACTOR SAFEGUARDS
or

ADVISORY COMMITTEE ON NUCLEAR WASTE

(DATE)

"The contents of this transcript of the proceeding of the Commission's Advisory Committee on _____ (date) , as the discussions recorded at the meeting held on the above

"This transcript had not been reviewed, corrected and inaccuracies.

B.4.4.10 Disclaimer

Transcripts for meetings shall contain a disclaimer page inserted as the first page (unnumbered) as follows:

"This is an unofficial transcript of a meeting of the Commission held on _____ in the Commission's Flint North, Rockville, Maryland. The meeting was open to observation. This transcript has not been reviewed, corrected contain inaccuracies.

"The transcript is intended solely for general CFR 9.103, it is not part of the formal or informal record of discussed. Expressions of opinion in this transcript do not determination or beliefs. No pleading or other paper may be any proceeding as the result of, or addressed to, any statement herein, except as the Commission may authorize."

B.4.4.11 Exhibits

a. Exhibits in connection with adjudicatory proceedings shall be submitted to the reporter at the hearing in an original and two copies. All exhibits shall be marked by the reporter at the hearing to clearly indicate by whom they were offered and the manner in which they were received (i.e., evidence or identification) and docket number with suffix. Each exhibit shall be marked with a number and/or letter, dated and signed by the reporter, arranged in numerical or alphabetical order and, unless otherwise required by the Presiding Officer, transmitted directly to the NRC contact

listed on the work order. The markings shall indicate clearly by whom the exhibits were offered and in the manner in which they were received (Evidence, Identification, etc.). Exhibits to be stamped with a rubber stamp (see Attachment 3 listed in Section D). The Contractor shall use black ink for stamp pads and for pens used in marking exhibit(s). Such documents shall not be bound into the record unless the Presiding Officer so requires; the Presiding Officer may, at his discretion, require that such documents be read or copied into the record in part or in full. The Contractor shall arrange exhibits in numerical order, in each series, properly labeled and secured. Absence of an exhibit for any reason shall be noted on a memorandum together with the name of its custodian. Errors in numbering shall also be noted by a memorandum.

If any document is withdrawn, or for any other reason is not filed with the transcript, a memorandum shall be inserted by the Contractor in the place of the document stating its nature, how numbered or lettered and marked, and the reason for its absence, together with the name of its custodian. The numerical order of exhibit(s) introduced a. the proceedings or in a reopened case shall follow consecutively the number on the past previous exhibit introduced by such party.

b. Exhibit(s) shall be indexed in four columns: the first column, headed "Offeror's Affiliation, i.e., Intervenor, Staff, Applicant," etc., shall contain the number of the exhibit; the second column shall be headed "Description;" the third column headed "For Identification" shall contain the number of the page at which such exhibit(s) are marked for identification; and a fourth column headed "Received in Evidence" shall contain the number of the page at which such exhibit(s) are received in evidence. In the event that any exhibit is withdrawn or substitution therefor made, the index shall reflect the exhibit number, the action taken, and the page number upon which such action is recorded.

c. Exhibit(s) referred to in a transcript shall be numbered in a single series of consecutive numbers for the NRC Staff and a single series of consecutive numbers for each of the other parties to the proceeding who have introduced exhibit(s). Such single series of the consecutive numbers shall be used for an entire proceeding; regardless of the number, duration, or place of proceeding, or as required by the Presiding Officer. The single series of consecutive numbers shall include all exhibit(s), whether marked for identification and not introduced without previous marking for identification or whether marked for identification and later introduced.

d. Until submitted to the Atomic Safety and Licensing Board Panel, and subject to requirements of the Presiding Officer, the reporter shall have custody of the hearing record which includes exhibit material in other than documentary form admitted under applicable rules. Any requirement for the special handling of any such exhibit material (example: full scale models) in other than documentary form required by the Presiding Officer shall constitute a change within the meaning of Clause No. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999), (c) "Changes."

e. Unless otherwise required by the Presiding Officer, all exhibit material in the custody of the reporter shall be turned over to the Atomic Safety and Licensing Board Panel, Attention: Director, Program Support and Analysis Staff, within ten (10) calendar days following the completion of each phase of the hearing, accompanied by the index and an inventory sheet prepared specifically for transmittal of such exhibit material.

The Contractor shall promptly furnish to the Project Officer a copy of each transmittal receipt for exhibits delivered to the Atomic Safety and Licensing Board Panel. If any exhibits are missing and are not delivered to the Atomic Safety and Licensing Board Panel at the end of the hearing, the Contractor shall send a letter to the Board Chairman, Presiding Officer, or the Project Officer identifying each missing exhibit.

f. The Presiding Officer may require each set of exhibit(s) be bound in a separate binding of a different color than the transcript (to be approved by the Commission). The Presiding Officer may require the Contractor's reporter to bind the exhibit(s) at the place of the proceeding. This would only occur if the hearing presides for more than one consecutive day and requires next day delivery of the transcript.

B.4.4.12 Postponements

If an adjudicatory proceeding has been noticed for hearing and is called but not held at the time and place indicated in the notice, a record shall nevertheless be written with a title page and list of the persons desiring to record their appearances, together with a memorandum of the date, hour, and place at which the hearing was called and a statement showing the action taken. If the Presiding Officer or other official is present and an official reason is stated why the hearing was not held as scheduled, such reason shall be included in the record. If no official reason is stated, the reporter shall, before transcribing the record, ascertain from the Presiding Officer, other hearing official, or the Counsel for the Commission or its staff, the reason why such hearing was not held as scheduled and insert such statement and identify the individual source in the record to be transcribed. The Contractor shall be paid for each page involving a postponement in accordance with the contract schedule for the type of delivery ordered.

B.4.4.13 Cancellation of Hearings

In the event a hearing is canceled, the NRC will notify the Contractor as soon as the cancellation becomes known. Within the Washington, D.C. metropolitan area, if less than two hours' notice is given or if less than 24-hours' notice outside the Washington, D.C. metropolitan area, the contractor will be paid in accordance with the contract schedule for the type of delivery ordered.

**B.4.4.14 Transcription of Audio Tapes, Analog Tapes or Video
Digital Computer Files**

The Contractor shall transcribe standard audio cassette tapes or video tapes furnished by the Project Officer. The ASLBP hearing room is equipped with a voice activated video camera system that captures the audio and video of the individual speaking in the course of adjudicatory hearings. The hearing room is also equipped with State-of-the-Art computer interface that allows parties to submit testimony or exhibits in electronic form. Initial coordination between the Clerk of the Court and Court Reporter in handling either video transcripts or electronic documents will be necessary.

B.4.4.15 Computer Floppy Diskette of Hearings

When required by the NRC, the Contractor shall furnish computer readable PC floppy diskette of the official transcript at no cost to the NRC. This PC diskette shall have identical pagination and content of the original printed transcript (excluding line number) and conform to the following specifications:

a. The computer floppy diskette shall be 3-1/2 inch and shall be delivered in Corel WordPerfect 8 format (subject to change as technology develops) or as required by the Project Officer.

b. The computer floppy diskette must contain upper/lower case text that is 100% equivalent (excluding line numbers) to the official transcript with marching page numbers in the proper sequential order.

c. Each diskette shall be clearly labeled to identify the transcript by title of meeting, docket number, if applicable, date and page numbers. Only one day's transcript(s) shall be placed on a diskette.

d. Exhibits/inserts will not be provided on diskette, unless such is mutually agreed upon.

e. Each diskette shall be created with a computer file name with the following format:

1. The first two characters of the file name shall be the first two characters of the case name, i.e., Private Fuel Storage - PF.

2. The next six characters shall be the date of the proceeding, i.e., December 15, 2001 - 011215.

f. If the official printed transcript is not created from the diskette, the production of the diskette from the printed copy must include appropriate key verification, proofreading, editing, and/or updating to assure 100% text equivalency on a page-by-page, line-by-line basis.

g. The delivery requirement for diskettes will be indicated

on work orders issued hereunder and shall be delivered with the paper transcript.

B.4.4.16 Indexing of Transcripts

When required by the Commission, the Contractor shall provide an indexed transcript similar to the features of Minuscript or Xmax software.

B.4.5 WORK ORDERS

Orders for services required hereunder will be placed or issued by the Contracting Officer or his authorized representatives at least 48 hours before the start of a hearing. However, within the Washington, D.C. metropolitan area, during regular working hours, the Government reserves the right to require the Contractor's reporter to be at the proceeding site within two hours after notification by the Contracting Officer or his duly authorized representatives. In the case of an emergency, such as an event requiring an Incident Investigation Team (IIT), orders for required services to be performed outside the Washington, D.C. metropolitan area may be placed or issued by the Contracting Officer or an authorized representative at least 24 hours before the start of a hearing.

B.4.5.1 Electronic Submission of Work Orders

Work Orders will be electronically generated by the requesting NRC Office and will be E-mailed via the Commission Local Area Network (LAN) to the Project Officer. The Work Order will be reviewed and confirmed by the Project Officer and forwarded electronically via the World Wide Web Internet E-mail Service to a predetermined Contractor E-mail address. The Contractor shall review the E-mailed work order and complete the appropriate acknowledgment and confirmation sections and return the electronic work order to the E-mail address of the Project Officer.

B.4.5.2 Processing Work Orders

Work orders submitted by the Commission will state the time, date, place of the hearing, the type of hearing, Presiding Officer and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or diskettes required, any requirements for indexing of the transcript, the delivery schedule, pagination instructions to assure the continuation of pagination when applicable, in-camera or sensitive material instructions, special delivery and packaging and marking instructions, if any, including names and addresses of recipients for hand or mail delivery and/or Internet E-mail address for direct electronic E-mailing of transcripts to recipients, and the name of the person placing the request with the date and other pertinent information as necessary.

Work orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and

obligations of the Contractor and the Commission respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the Contractor shall not be required to make deliveries for orders requiring performance beyond ten (10) calendar days after the expiration of the contract, or any extension thereof.

SECTION C - CONTRACT CLAUSES**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(MAY 1999)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) 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).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) 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.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to 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.

(h) 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.

(i) 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. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

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 date on which an electronic funds transfer was made.

(j) 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.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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.

(m) 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 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

(r) 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. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) 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.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) 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) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

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

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d) (4)).

[] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).

[] (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I of 52.219-23.

[] (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (12) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[] (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c) (3) (A) (ii)).

[] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

[] (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

[] (18) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-3.

[] (iii) Alternate II of 52.225-3.

[] (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] (23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

[] (24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).-

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

[] (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

seq.).

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

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

(4) 52.247-64, Preference for Privately Owned U.S.-Flag

Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

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

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 20, 2001 through May 31, 2001.

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

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

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, 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 the estimated quantity;

(2) Any order for a combination of items in excess of the estimated quantities;

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.5 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

**C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 months.

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

C.8 SEAT BELTS

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

**C.9 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)**

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

C.10 PACKAGING AND MARKING (MAR 1987)

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

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

C.11 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 \$174,650.00. 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 \$109,000.00. 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.

C.12 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

**C.13 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC
PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system.

**C.14 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on March 20, 2001 and will expire on

May 31, 2001. The term of this contract may be extended at the option of the Government for an additional two 1-month periods.

C.15 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as a fixed, agreed, and liquidated damages, in accordance with Section C.18 PERFORMANCE DEFICIENCIES -- LATE OR DEFECTIVE DELIVERY.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

C.16 PLACE OF DELIVERY FOR ORDERED ITEMS

Delivery of ordered items shall be made to the hearing site or other place within a fifteen (15) mile radius of the hearing site specified in the work order. When so specified on the work order, delivery shall be made to NRC offices located in Rockville, Maryland between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Multiple deliveries will be specified on each work order as required. All costs associated with delivery shall be at the expense of the Contractor.

C.17 PLACE OF DELIVERY FOR SALE OF COPIED REPORTS

The Sale of Copied Reports to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Project Officer (1 copy copies)
James Cavanaugh
Atomic Safety and Licensing Board Panel
Mail Stop T-3 F23
- (b) Contracting Officer (1 copy)

C.18 PERFORMANCE DEFICIENCIES -- LATE OR DEFECTIVE DELIVERY

If the contractor fails to make delivery within the times required, fails to furnish transcripts or other services in accordance with the provisions of Section B herein, or fails to correct promptly upon notice, material deemed by the Project Officer to be illegible or defective, payment and damages will be as follows:

(a) If 1-day delivery is not delivered by the time specified herein, payment shall be made at the 1-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 1-day rate for each page, as applicable;

(b) If 3-day delivery is not delivered by the time specified herein, payment shall be made at the 3-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 3-day rate for each page, as applicable;

(c) If 7-day delivery is not delivered by the time specified herein, payment shall be made at the 7-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 7-day rate for each page, as applicable;

(d) If a transcript is rejected, the price shall be computed at the applicable rate less 10 percent, but which does not relieve Contractor of the requirement to deliver the corrected transcripts within 3 days of the modification.

(e) If an acceptable corrected rejected transcript is not returned within the 3 days, the price shall be computed at the applicable rate set forth above less an additional 10 percent accruing on a per day basis to a maximum reduction of 75 percent.

(f) If the Contractor fails to deliver or perform the services within the time specified in this contract, or any extension, the Contractor shall, following the price reductions set forth herein, pay to the Government as fixed, agreed, and liquidated damages, for each business day of delay the sum of \$1.42 per page.

(g) Alternatively, if delivery or performance is so delayed, the NRC may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the NRC may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(h) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO ABROGATE THE

PERFORMANCE REQUIREMENTS OF THIS CONTRACT OR TO PERMIT THE CONTRACTOR OR HIS REPRESENTATIVES TO FAIL TO PERFORM OR TO DELAY IN PERFORMING ANY DUTIES OR RESPONSIBILITIES UNDER THIS CONTRACT. FAILURE TO FURNISH A REPORTING SERVICE OR DELINQUENCY IN THE DELIVERY OF A TRANSCRIPT IS A DEFAULT, AND SUBJECTS THE CONTRACTOR TO THE DEFAULT PROVISION OF THIS CONTRACT. ALL REMEDIES STATED IN THIS CONTRACT ARE CUMULATIVE. ACCEPTANCE OF LATE DELIVERIES, ASSESSMENT OF LIQUIDATED DAMAGES, AND SIMILAR ACTIONS BY THE GOVERNMENT SHALL NOT DETRACT FROM OTHER REMEDIES SUCH AS TERMINATION FOR DEFAULT, AVAILABLE UNDER THIS CONTRACT OR BY LAW.

C.19 REPORTS DOCUMENTATION, ELECTRONIC TRANSCRIPTS AND OTHER DELIVERABLE ITEMS

C.19.1 Diskette Delivery

The diskette/video delivery period shall be the same as the hard copy (transcript) delivery period. Headquarters delivery requirements of all transcripts and any diskette orders are usually for a two-day delivery period. However, in accordance with Section B.4.4.15 of the Statement of Work, whenever diskettes are required, they will be specified in the work order.

C.19.2 Transcripts and Time of Delivery

A. Seven-day, Three-day, and One-day Copy

When the Contractor is required to deliver transcript materials as specified in the work order, delivery of the record of the hearing shall be deemed to have been effected when the required number of transcripts of the hearing are delivered to the recipients specified in the work order. For delivery of transcripts outside the area in which the proceeding was held, one additional business day is allowed for receipt of delivery, except on 1-day copy when delivery point is the same as proceeding location. Unless a later time is stipulated or electronic E-mail delivery is requested (see C.19.3 - Electronic Transmittal of Transcripts [Internet E-mail]), delivery shall be as follows:

(a) For seven-day, by 11:30 a.m. on the seventh business day after each daily recess of the hearing including the final day of the hearing (e.g., transcripts for proceedings held on Monday shall be delivered by 11:30 a.m. on the second Wednesday; transcripts for proceedings held on Friday shall be delivered by 11:30 a.m. on the second Tuesday).

(b) For three-day, by 11:30 a.m. on the third business day after each daily recess of the hearing including the final day of the hearing (e.g., transcripts for proceedings held on Monday shall be delivered by 11:30 a.m. the following Thursday; transcripts for proceedings held on Friday shall be delivered by 11:30 a.m. the following Wednesday).

(c) For one-day, by 11:30 a.m. on the next business day after each daily recess of the hearing including the final day of the hearing (e.g., transcripts for proceedings held on Monday shall be

delivered by 11:30 a.m. the following Tuesday; transcripts for proceedings held on Friday shall be delivered by 11:30 a.m. the following Monday).

B. Evening Sessions

If any proceeding for which a transcript has been requested is in session after 6:00 p.m. of any day, the Contractor shall have an additional day to deliver that portion of the transcript which would reflect the evening session. In the event a day-time proceeding goes into the evening hours (after 6:00 p.m.), the Contractor shall clearly identify the session as an evening session and begin transcribing on a new page.

C.19.3 Electronic Transmittal of Transcripts (Internet E-mail)

If the Work Order requires the Contractor to E-mail the electronic transcript to the Project Officer (see B.4.5.2 Processing Work Orders), the Work Order will identify the Project Officer's E-mail address. The paper transcript copy for open public proceedings for which electronic E-mail is requested, shall be forward to the Project Officer on the due date and time. For closed proceedings the Contractor shall forward a diskette to the Project Officer sealed in an envelope with a copy of the transcript by the due date and time. If either the delivery of the electronic or paper copy is late, late payment and damages will be applied in accordance with section C.19.2.

C.19.4 Copied Matter

No document or computer document shall be copied verbatim into the transcript or added to it unless ordered by the Presiding Officer.

Any document ordered to be copied verbatim into the transcript shall be paid for at the same rates as spoken testimony.

When the Contractor is required to reproduce inserts or exhibits which become a part of the transcript but do not require transcription, the Contractor shall be paid at the page rate set forth for additional copies in the schedule for such reproduced copies.

C.19.5 Contractor Expenses

All costs incident to performance under this contract, including travel and delivery costs, shall be included in the unit price set forth in Section B of the schedule. No expenses incurred by the Contractor in the performance of his/her duties under this contract shall be borne by the Commission, except as provided for in Section C.19.6, "Guaranteed Charges."

C.19.6 Guaranteed Charges

The Contractor shall be paid a fee of \$225.00 per assignment, per reporter, per day for attendance at proceedings outside the Washington, D.C. metropolitan area. The Contractor shall be

paid a fee of \$125.00 per assignment, per reporter, per day for attendance at SECY proceedings within the Washington, D.C. metropolitan area. In the event the Commission elects to dispense with a transcript regardless of how many hours the proceedings have taken, the Commission agrees to pay only a daily minimum of \$225.00 for such day.

The Commission reserves the right to cancel a hearing without any penalty charges provided the Contractor is given proper notice as specified in Section B.4.4.13. If proper notice is not given, the guaranteed daily minimum will apply.

If, after presenting himself/herself to the Presiding Officer or other person in charge at the scheduled time and place of a hearing, the Contractor is notified that the hearing has been postponed or cancelled, the Contractor will be paid the guaranteed daily minimum and will be reimbursed for reasonable, per person, per day expenses incurred by the Contractor incident to attendance, in amounts not to exceed the cost limitations determined by the Federal Travel Regulations in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the United States including Alaska and Hawaii, and Puerto Rico, Guam and any protectorate, and the countries of Canada and Mexico the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. The Contractor can obtain the Regulations from the Superintendent of Documents Government Printing Office, Washington, D.C.

The Contractor shall, if requested by the Commission, furnish evidence satisfactory to the Contracting Officer that failure to receive the said notice of postponement or cancellation prior to the arrival at the hearing site was not due to his/her negligence.

C.19.7 Charges

For any proceeding that starts during regular hours, the Contractor shall charge the Commission at the rate(s) stipulated in the Schedule hereof for the particular service and corresponding delivery schedule listed for the service category. A twenty-five percent (25%) surcharge will be added for pages taken during non-regular hours.

For verbatim reporting services that begin in non-regular hours and continue into regular hours (beginning before and continuing after 8:30 a.m.), or that begin during regular hours and continue into non-regular hours (hours worked after 6:00 p.m.), the reporter is required to identify the beginning of the regular hours by marking the time (8:30 a.m.), or the beginning of the non-regular hours by marking the time (6:00 p.m.) on the corresponding page of the transcript.

C.19.8 Failure of Contractor to Appear

If the Contractor does not appear at the place and time specified for a hearing after being notified in accordance with Section B.4.5 "Work Orders," of the place and time for the scheduled hearing, the Commission representative may call in a substitute reporting firm, and the Contractor shall reimburse the Commission for any extra expenses incurred on account thereof. The Commission may deduct such expenses from any sum otherwise due the Contractor.

C.19.9 Sale of Copies

The Contractor shall obtain written authorization from the NRC Project Officer prior to the selling of transcript copies, tapes, diskettes, video tapes or other media. With the exception of parties to the proceedings, the contractor shall verify with the NRC Project Officer the existence of proprietary, safeguards, and/or privacy related information which requires reduction from the transcript. Transcripts resulting from closed, investigative, sensitive, or in-camera sessions are not authorized for sale except parties to the proceeding.

C.19.10 Restrictions on Disclosure

The Commission or the Presiding Officer shall have the right to prohibit the sale of copies of transcripts and/or diskettes or computer files thereof.

Any information in any form gained in the course of performance of duties hereunder shall be governed by the provisions set forth in "Private Use of Contract Information and Data" and "Retention of Exempt Material."

C.19.11 Report of Copy Sales and Delivery

A report summarizing sales of copies of transcripts to parties other than NRC (Reference Section C.19.9 "Sale of Copies") shall be submitted to the Contracting Officer and NRC Project Officer on a quarterly basis, within 15 days following the end of the reporting quarter. Refer to Section C.16 "PLACE OF DELIVERY FOR ORDERED ITEMS" above for places of delivery. The report is to be submitted in the following format:

Number of Transcripts Sold to Other Parties	Total Number of Parties	Total Amount Received
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C.19.12 Materials

Where materials are referred to in the specifications as "equal to" any particular standard, the Contracting Officer shall decide the question of equality.

C.19.13 Working Space and Storage Facilities: Classified Materials

In those cases where security considerations or unusually sensitive proceedings require confidential processing of NRC materials, as directed by the NRC Project Officer, the Commission will supply the Contractor with working space, desk or table, chair, lights, typewriter, IBM or IBM-compatible PC, and storage space. The contractor shall perform all work involving such material, including transcriptions of records and production of diskette which contain classified information, within the commission supplied premises or other approved Government facilities and not the contractor's place of business. In all other cases, the Contractor shall perform transcription work at its own place of business.

C.20 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 1988)

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

C.21 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (i) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)
- (j) Subcontracts and Purchase Orders. Except as otherwise authorized, in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor."

C.21.1 Retention of Exempt Material

a. Government Property: The Contractor agrees that all work, including shorthand or longhand notes, stenotype tapes, memoranda, cassette tapes, video tapes and material of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation, and shall be delivered to the Government as provided in the work order. The Commission retains the right to reproduce in full and distribute any transcript and/or diskette received under the terms of this contract.

b. Material Exempt from Public Disclosure: The Contractor shall not retain under any circumstances any portion of a transcript, including shorthand or longhand notes, stenotype tapes, cassette tapes, video tapes, memoranda, and material of every description relating thereto, and copies thereof, taken during an in-camera session at any regulatory hearing or other proceeding or at any other closed hearing or meeting which contains information exempt from public disclosure pursuant to the Commission's regulations, including, but not limited to, trade secrets, confidential or privileged business or financial information, or information the disclosure of which would constitute an unwarranted invasion of personal privacy. At the time the transcript is delivered, the Contractor shall return to the Commission all of the above mentioned documents which contain information exempt from public disclosure pursuant to the Government in the Sunshine Act or the Commission's regulations. The Contractor, its employees and representatives are prohibited from otherwise revealing any of the foregoing information.

c. Final delivery and Restriction: The Contractor further agree that all work including shorthand or longhand notes, stenotype tapes, memoranda, and material of every description relating thereto not covered above or documents not covered herein, shall be held by the Contractor subject to the authority and control of the Commission until the expiration of the contract at which time they shall be delivered to the Commission. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract. In the case of investigative interviews, all related materials used to produce the transcript shall be returned with the transcript delivery as requested in the work order.

C.21.2 Subcontract for Work or Services

No overall contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the prior written approval of the Contracting Officer, except on a work order by work order basis. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and personnel assigned for services hereunder.

C.21.3 Proprietary Data and Confidential Information

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

C.22 SITE ACCESS BADGE REQUIREMENTS

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

C.23 CONTRACTOR SECURITY REQUIREMENTS

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to agency classified data.

A contractor employee shall not have access to NRC facilities or classified information until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) for final access authorization

(based on a favorably adjudicated investigation) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 5 or 10 years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities and classified information until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

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

C.23.1 Cancellation or Termination of Access/Request

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

C.24 PROJECT OFFICER AUTHORITY

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

Name: James Cavanaugh
Address: U.S. Nuclear Regulatory Commission
Atomic Safety and Licensing Board
Mail Stop - T-3-F-23
Washington, DC 20555
Telephone Number: 301-415-7408

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**D.1 ATTACHMENTS**

NUMBER	ATTACHMENT
01	NRC Form 187 - Security/Classification Requirements
02	Sample of Required Styles
03	Sample of Stamp for Exhibits
04	Billing Instructions
05	ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

The NRC designated Project Officer will provide the Contractor and designated Contract Specialist with copies of all revised/updated versions of the Attachments listed herein.

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Neal R. Gross & Co., Inc.
1323 Rhode Island Avenue, NW
Washington, DC 20005

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACT³ OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

21-01-305

B. PROJECTED START DATE

03/08/2001

C. PROJECTED COMPLETION DATE

05/31/2001

2. TYPE OF SUBMISSION

- A. ORIGINAL**
- B. REVISED** (Supersedes all previous submissions)
- C. OTHER** (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Verbatim Reporting Services Bridge Contract for NRC depositions, hearings, investigations, meetings and oral arguments.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES** (If "YES," answer 1-7 below)
- NO** (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED? **YES** **NO**

C. **UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.**

D. **ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.**

E. **ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.**

F. **UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.**

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

Classification and marking requirements to be provided on a case by case basis by a responsible NRC authorized classifier.

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

- AUTHORIZED CLASSIFIER (Name and Title) DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

- SPONSORING NRC OFFICE OR DIVISION (Item 10A) DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B) CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION G. Paul Bollwerk, III	SIGNATURE <i>G. Paul Bollwerk, III</i>	DATE 3/8/01
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin	SIGNATURE <i>T. O. Martin</i>	DATE 3/14/01
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Timothy F. Hagan	SIGNATURE <i>Timothy F. Hagan</i>	DATE 3/9/01

REMARKS

Contractor shall possess and store classified information at NRC facility and NRC approved facility ONLY. No classified or unclassified safeguards information can be stored or transmitted to the contractor's facility unless the contractor has prepared a facility Physical Security Plan and NRC has approved the facility.

SAMPLES
REQUIRED TYPE STYLES

ARIAL 11

ABCDEFGHIJKLMNOPQRSTUVWXYZ1234567890 -=!@#\$%^&*()_+

abcdefghijklmnopqrstuvwxyz

NUCLEAR REGULATORY COMMISSION

Docket No. _____ Official Ex. No. _____
In the matter of _____
Staff _____ IDENTIFIED _____
Applicant _____ RECEIVED _____
Intervenor _____ REJECTED _____
Cont'g Off'r _____
Contractor _____ DATE _____
Other _____ Witness _____
Reporter _____

(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-I-2
Washington, DC 20555-0001

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

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

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

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

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

(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.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
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

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

 CCD+ CTX 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:

 CHECKING SAVINGS LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()