

# Vendors

Federal Business Opportunities

R - Verbatim Reporting Services

## RS-ASL-04-315

Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document. If you have any questions, please contact Jeffrey Mitchell, Contract Specialist, Phone (301) 415-6465, Fax (301) 415-5761, Email jrm6@nrc.gov If you need document viewers, please try the following Document Viewer List.

➔ **Solicitation 01** (Posted on Jul 15, 2004)

Description	Size (Bytes)	File Format
<u>Minimum Security Requirements</u>	662,822	Adobe PDF
<u>NRC Form 187</u>	96,657	Adobe PDF
<u>NRC Form 587</u>	33,476	Adobe PDF
<u>Price Schedule</u>	19,010	Adobe PDF
<u>SF1449 Solicitation</u>	141,244	Adobe PDF
<u>All Files</u>	739,112	Zip Compression

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All

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

1. REQUISITION NO. ASL-04-232 ASL-04-315		BPA NO.	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	MODIFICATION NO.
5. SOLICITATION NO. RS-ASL-04-315		6. SOLICITATION ISSUE DATE July 15, 2004	
7. FOR SOLICITATION INFORMATION CALL: a. NAME Jeffrey R. Mitchell		b. TELEPHONE NO. (No Collect Calls) 301-415-6465	
8. OFFER DUE DATE/LOCAL TIME August 2, 2004 @ 3:30 PM EST			

9. ISSUED BY  U.S. Nuclear Regulatory Commission Attn: Jeffrey R. Mitchell Two White Flint North - MS T-7-I-2 11555 Rockville Pike Rockville MD 20852		CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561492 SIZE STANDARD: \$6,000,000.00	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING N/A	12. DISCOUNT TERMS N/A
5. DELIVER TO  U.S. Nuclear Regulatory Commission  Washington DC 20555		CODE	18. ADMINISTERED BY  U.S. Nuclear Regulatory Commission Attn: Jeffrey R. Mitchell Two White Flint North - MS T-7-I-2 11555 Rockville Pike Rockville MD 20852	CODE 3100	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

7a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number)  Washington DC 20555	CODE
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a combined synopsis/solicitation, proposals are being requested and a written solicitation will not issued.</p> <p>Request for Proposal Entitled "Verbatim Reporting Services" Solicitation Enclosed Attachments: Schedule (4 pages) NRC Form 187 (2 pages) NRC Form 587 (1 page) Min Requirements for Classified and Sensitive Info (1 page)</p> <p>Questions to the solicitation are due to Jeffrey R. Mitchell in writing by Fax 301-415-5761 or by email JRM6@NRC.GOV by COB on July 22, 2004. Responses to Offerors questions will be posted within a week from July 22, 2004.</p> <p>This Solicitation is intended to result in an IDIQ fixed price contract, with a total minimum quantity of a \$1,000.00 and total estimated maximum quantity of \$6.5 million.</p>				

5. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	

18. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joyce A. Fields Contracting Officer	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF	IES/SERVICES	21. QUANTITY	22. NIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

## Table of Contents

<b>SECTION B - CONTINUATION BLOCK</b> .....	<b>B-1</b>
B.1 STATEMENT OF WORK.....	B-1
B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988).....	B-1
B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988).....	B-5
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>C-1</b>
C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	C-1
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-1
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004) .....	C-1
C.4 52.216-18 ORDERING (OCT 1995).....	C-6
C.5 52.216-19 ORDER LIMITATIONS (OCT 1995).....	C-6
C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	C-7
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-8
C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....	C-8
C.9 GUARANTEED MINIMUM.....	C-8
C.10 SEAT BELTS .....	C-8
C.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS.....	C-9
C.12 2052.204.70 SECURITY (MAR 2004).....	C-9
C.13 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC.....	C-12
C.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004) .....	C-12
C.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL.....	C-13
C.16 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION.....	C-16
C.17 2052.215-71 PROJECT OFFICER AUTHORITY .....	C-17
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>D-1</b>
D.1 BILLING INSTRUCTIONS.....	D-1
<b>SECTION E - SOLICITATION PROVISIONS</b> .....	<b>E-1</b>
E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) .....	E-1
E.2 GENERAL INSTRUCTIONS.....	E-1
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2004).....	E-3
E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	E-13

## **SECTION B - CONTINUATION BLOCK**

### **B.1 STATEMENT OF WORK BACKGROUND**

In keeping with NRC's mission to protect the public health and safety in the Nuclear Waste and Management and Support arenas, many public meetings, hearings, 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 for verbatim reporting at adjudicatory hearings and oral arguments before Atomic Safety and Licensing Boards and at meetings of the Advisory Committee for Reactor Safeguards (ACRS) and other Commission level meetings, is very complex, highly technical and may involve the handling of classified or sensitive unclassified information, 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 shall always be recorded and handled with the utmost confidentiality. Sensitive investigations with the Office of Investigations and Inspector General shall 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 instances requiring the handling of sensitive unclassified or classified material will be held at NRC headquarters. There may be rare instances where that would not be the case. Although planned to be held at headquarters, a portion of the Yucca Mountain hearings requiring the handling of sensitive unclassified or classified material, could be held in Las Vegas, NE. Most of the adjudicatory proceedings are conducted at various locations throughout the United States.

### **DEFINITIONS**

1. Consecutive hearing days: Days in which hearings take place which are separated only by Sat., Sun., or Federal holidays.
2. Non-consecutive hearing days: Days in which hearings or meetings take place which are separated by days other than Saturdays, Sundays, or Federal holidays.
3. Duplicated: Shall include duplication by various processes including, but not limited to photocopy, multiple computer printout, disk/CD copy, video and audio tapes.
4. Headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, Maryland.
5. 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, public meetings, 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
6. 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.

7. Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 8:30 am the following day (local time at the place of proceeding) Monday through Friday, including all hours on Federal holidays, Saturday, and Sunday.

8. Regular Hours: Those hours between 8:30 am and 6:00 p.m. (local time at the place of proceeding) Monday through Friday excluding legal Federal holidays.

9. Session: A reporting unit or part of a hearing or meeting for which a transcript is required.

10. Verbatim Reporting: The reporting of the exact words spoken at hearings by means of notes, stenomask, directly recorded dictation or monitored direct recording, and the typed reproduction.

11. 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.

## **SCOPE OF WORK DESCRIPTION OF WORK**

Court 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 the NRC Headquarters and regional offices. Some of these hearings, depositions or investigations may require the handling of sensitive unclassified or classified material. Most instances requiring the handling of sensitive unclassified or classified material will be held at NRC headquarters. There may be a rare instance where that would not be the case. Although planned to be held at headquarters, a portion of the Yucca Mountain hearings requiring the handling of sensitive unclassified or classified material, could be held in Las Vegas, NE. Appropriate security clearances, cleared facility, and handling and processing of the material will be required. Services which the Contractor is required to provide include, but are not limited to, those described herein.

The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Contractor is required to furnish all other services necessary to fulfill the undertakings set out in the contract.

Requirement: State-of-the-art verbatim reporting services and equipment are required. The efforts requirements are listed below and are to be included as part of the unit costs.

(1) Provide professional personnel competent in the technique of court reporting and equipment as necessary for the furnishing of accurate transcripts, diskettes, CD ROMs and copies, all inclusive.

(2) Provide full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during a session and incorporate it where indicated into the transcript unless otherwise directed by the Presiding Official. A record of appearances and exhibits, 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 shall be included, as directed by the Presiding Officer;

(3) Furnish complete transcripts, minusccripts, electronic files, audio or video tapes, CD ROMs, all inclusive, as ordered to accurately reflect the full and complete verbatim record of the hearings. The presiding officer or the project officer reserves the right to make necessary corrections to the transcript to reflect an accurate record. The corrections will be provided to the reporting company for a corrected transcript;

(4) Provide duly authorized notaries and reporters who are empowered to administer oaths in the state in which the proceeding is being held. Provide the original authenticated transcript certification page as the last page of each transcript.

(5) Transcribe standard audio cassette tapes, micro tapes or video tapes CD ROMS, and other prescribed material furnished by the NRC;

(6) As required, furnish a floppy disk, CD, or other electronic media with identical pagination and content as the original printed transcript.

## **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 the 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 transcription of a 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.

## **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, DC metropolitan area, if less than four hours notice is given or if less than 24-hours notice outside the Washington, DC metropolitan area, the contractor will be paid the guaranteed minimum specified in Section C.9.

## **EQUIPMENT IN THE ASLBP HEARING ROOM**

The ASLBP hearing room, located in headquarters, is equipped with a voice activated video recording 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.

## **REDUCTION SCHEDULE**

Failure to make delivery within the times required, furnish transcripts or other services in accordance with the provisions of the contract, or fail to promptly correct deliverables upon notice, and/or correct material deemed by the NRC Project Officer to be illegible or defective will result in a reduction in payment, as follows:

(a) If 1-day delivery is not delivered by 8:30 am local time on the next business day after each daily recess of the proceeding, including the final day of the proceeding, payment will 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 10:30 am local time on the third business day after each daily recess of the proceeding, including the final day of the proceeding, payment will 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 10:30 am local time on the seventh business day after each daily recess of the proceeding, including the final day of the proceeding, payment will 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 10-day delivery is not delivered by 10:30 am local time on the tenth business day after each daily recess of the proceeding, including the final day of the proceeding, payment will be made at the 10-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 10-day rate for each page, as applicable;

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

(f) 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.

(g) If the Contractor fails to secure a reporter or a reporter is a no-show, \$250 is to be deducted from a subsequent bill. If the reporter is up to one hour late \$100 will be deducted from the subsequent bill, or the full \$250 if more than one hour late.

(h) 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 \$2.50 per page.

(i) 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.

(j) 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.

#### **QUALITY ASSURANCE SURVEILLANCE PLAN**

All deliverables provided under this contract will be inspected in accordance with FAR 52.212-4 Contract Terms and Conditions - Commercial Items. Thus, NRC will evaluate the Contractor's performance by reviewing all deliverables to ensure quality, quantity, and timeliness. NRC personnel will record all surveillance observations, i.e., number of deliverables that have to be

returned for correction/completion, late deliverables, late arrivals, and no-shows. Any action taken by the Contracting Officer as a result of deficiencies identified by NRC's quality assurance surveillance plan will be in accordance with the terms of the contract.

### **COMPUTER DISKETTES (OR OTHER ELECTRONIC MEDIA) OF HEARINGS, INDEXING AND MINUSCRIPT SERVICES**

When required by the NRC, the Contractor shall furnish minuscpts or other computer readable media (i.e. an email version may be substituted for a floppy disk when designated on the work order request) of the official transcript. There will be no cost to the NRC for the floppy disk or electronic media versions. The minuscpt pages will be paid in accordance with the page rate stated in the contract for copies. This PC diskette, electronic media or minuscpt shall have identical pagination and content as the original printed transcript and conform to the following specifications:

- a. Diskette shall be 3.5 inch and shall be delivered in Corel WordPerfect format or ASCII (subject to change as technology develops) or as required by the NRC Project Officer.
- b. Each diskette or electronic media shall be clearly labeled to identify the transcript by title of meeting, docket number, if applicable, work order number, date and page numbers. Only one day's transcript(s) shall be placed on each media.
- c. Each diskette or electronic media shall be created with a computer file name with the following format: The first two characters shall be the first two characters of the case name, i.e., Private Fuel Storage - PF. The next six characters shall be the date of the proceeding in the YYMMDD format followed by default software extension (i.e., WordPerfect = wpd).
- d. 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 percent text equivalency on a page-by-page line-by-line basis.
- e. The delivery requirement for diskettes will be indicated on work orders issued hereunder and shall be delivered with the paper transcript.
- f. Indexing of transcripts - When required by the Commission, the Contractor shall provide an indexed transcript similar to the features of Minuscpt or Xmax software which places four full pages of a transcript on a single page.

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.

## **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 contractor shall provide a Spanish speaking reporter/transcriber when necessary in places such as Puerto Rico. 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.

## **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 or their authorized representatives.

## **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 40 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 (such as prefiled testimony) 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.

### **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 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 and, transcribed 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"

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

### **Format**

a. Transcripts: Transcripts will be typed on white 20-pound rag bond or equal. The original of all transcripts will be furnished to the Commission. Paper will 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 will be ten (10) spaces to the inch, double-spaced, using one of the following IBM or equal type styles: Courier 10 or Letter Gothic. 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 will begin as close as possible to the left marginal line. Words will be properly hyphenated when necessary. The per page rate set forth in Section B 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 the Disclaimer or Authentication pages. Payment for pages of a transcript with less than 25 lines per page will be made on a net of 25 lines. Any 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. No payment will be made for lines in

excess of 25 lines per page. Numbers indicating each line of transcription upon the page; i.e., one to 25 inclusive will be printed at the left margin line of the original transcript.

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). Red covers shall not be used. Cover markings shall include a statement, when appropriate, that the contents are of an in-camera, Proprietary nature, Safeguards, or Classified in which case the designated color 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. 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.

### 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 United States Nuclear Regulatory Commission's Advisory Committee on (date) , as reported herein, is a record of the discussions recorded at the meeting held on the above date."

"This transcript has not been reviewed, corrected or edited and it may contain inaccuracies."

### Exhibits

Exhibits are paper documents, electronic files, or physical objects presented to the court by the litigants during adjudicatory proceedings. Exhibits will be submitted to the reporter with an original and two copies. It shall be the responsibility of the reporter to properly handle the exhibits in accordance with the following:

(1) Identification. The reporter shall stamp the exhibit with the ASLBP provided exhibit stamp in the upper right hand corner of the first page of the exhibit, or on the back side of the first page of the exhibit and required information shall be written in. See sample stamp below:

Nuclear Regulatory Commission

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

(2) Official Hearing Exhibit Numbers/Letters. When an exhibit is introduced the "Identified" block on the stamp shall contain the current page number of the transcript. When any exhibit is moved into evidence, it will be admitted, rejected, withdrawn or taken under advisement until its determination is decided at a later time.

(a) Admitted exhibits. Admitted exhibits will be given an official hearing exhibit number. This number will be written by the reporter or clerk in the appropriate place on the exhibit stamp. The court reporter will number each admitted exhibit according to instructions provided by the presiding official.

(b) Rejected exhibits. Rejected exhibits will be marked on the exhibit stamp with the appropriate page number of the transcript where it was rejected.

(c) Exhibits taken under advisement. Exhibits taken under advisement will be held by the reporter until further determination by the presiding official.

**c. Indexing Procedures.**

(1) Exhibit Index. The Exhibit Index shall be organized in four columns as follows:

- (a) Column 1: Party Exhibit Number
- (b) Column 2: Document Title
- (c) Column 3: Official Hearing Exhibit Number/Letter
- (d) Column 4: Disposition/Page Number. In this column, the reporter shall indicate the disposition of the exhibit using the abbreviations set forth in the Disposition Key below, followed by the corresponding transcript page number(s).

(2) Disposition Key. The following Disposition Key shall be inserted in the Transcript Index for reference:

- I: Identified
- A: Admitted into evidence
- R: Rejected
- W: Withdrawn
- TUA: Taken under advisement

(3) For clarity, a sample Exhibit Index is provided:

Premarked Party Ex. #	Document Title	Official Hearing Ex. #/Letter	Disposition/ Page
Staff - 1 - Smith	Staff SER	1	I - 1000 A - 1002
State - 15 - Jones	Thomas Memo	2	I - 1050 A - 1050

Applicant - 1 - White	Transportation Study	A	I - 2000 R - 2001
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d. **Post-hearing handling procedures.** Following the hearing, all exhibits shall be handled in the following manner:

(1) Exhibits shall not be bound into the record unless the Presiding Officer so requires. The Presiding Officer, at his or her discretion, may require that exhibits be read or copied into the record in part or in full.

(2) The reporter shall arrange the exhibits in the order prescribed by the Presiding Officer.

(3) Omissions or errors. If an exhibit is withdrawn, or is not filed with the transcript for any other reason, the reporter shall insert a memorandum in the place of the exhibit. The memorandum should include the nature of the exhibit, its premarked party exhibit number and official hearing exhibit number or letter, the reason for its absence, and the name of its custodian. The reporter shall also note any errors in numbering in a memorandum.

(4) Custody of exhibit material. Until submitted to the ASLBP, and subject to the requirements of the Presiding Officer, the reporter shall have custody of the hearing record, which includes exhibit material in non-documentary form (e.g., full scale models). Any requirement for the special handling of any such exhibit material 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."

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

(a) Index and Packaging. The Contractor shall promptly furnish to the Director, PSAS, ASLBP a copy of each exhibit package that contains the cover sheet and the exhibit sorted by the index for each of the three sets of exhibits (original, two copies). If any exhibits are missing and are not delivered to the ASLBP at the end of the hearing, the Contractor shall send a letter to the Director, PSAS, ASLBP, or the Project Officer identifying each missing exhibit.

#### **EXHIBIT MATERIAL**

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.

#### **Pre-filed Testimony**

A copy of any pre-filed testimony will be given to the court reporter for insertion into the transcript where specified by the Presiding Officer. The contractor will make additional copies of testimony for insertion in additional copies as necessary. The contractor to be paid in accordance with the page rate stated in the contract for copies.

**Security Clearances**

The contractor is required to have a minimum of four Safeguards cleared, three L-cleared and two Q-cleared reporters. (The Q-cleared may be the same person as the L or Safeguards cleared) The contractor must submit security clearance forms to the Personnel Security Branch of the NRC within one week for Safeguards, two weeks for L, and three weeks for Q from the date the contract is awarded. A confirmation memo indicating compliance of this submission shall be forwarded to the Contracting and Project officers. (See Security Clauses in Section C)

**Work Orders**

Orders for services required hereunder will be placed or issued by the Project 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 four hours after notification by the Project Officer or his duly authorized representatives. In the case of an emergency, such as an event requiring an Incident Investigation Team, orders for required services to be performed outside the Washington, D.C. metropolitan area may be placed or issued by the Project Officer or an authorized representative at least 24 hours before the start of a hearing.

**Electronic Submission of Work Orders**

Work Orders will be generated by the requesting NRC Office and forwarded 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, or by fax machine to a predetermined Contractor address. The Contractor shall review the work order and complete the appropriate acknowledgment and confirmation sections and return the electronic work order to the address of the Project Officer.

**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, any security clearance required (Safeguards, L or Q clearance), 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 and phone numbers 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.

**B.2 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 TBD. 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 TBD. 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.

**B.3 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on TBD and will expire on TBD. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional TBD.

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

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

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

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

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and

10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(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) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d) (4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999)

(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

(22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(23) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered

by the Office of Foreign Assets Control of the Department of the Treasury).

[] (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (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 (February 2002) (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 PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled

Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **C.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through  
(See Section B.3).

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 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 N/A;
- (2) Any order for a combination of items in excess of N/A;

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

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

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

#### **C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 1 month.

### **C.7 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### **C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **C.9 GUARANTEED MINIMUM**

The Contractor shall be paid a minimum of \$250.00 under the following circumstances:

1) If, after presenting himself/herself to the Presiding Officer or other person in charge at the schedule time and place of the hearing, the Contractor is notified that the hearing has been postponed or cancelled 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, DC 20402.

- 2) The amount billable for a particular proceeding (pages multiplied by the appropriate page rate for the service ordered does not exceed the minimum amount (\$250.00).
- 3) In the event the Commission does not provide proper notice as specified in section B "Cancellation of Hearings"
- 4) In the event the Commission elects to dispense with a transcript regardless of how many hours the proceeding have taken.

### **C.10 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.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

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

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

(End of Clause)

### **C.12 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. 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 Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards),

access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, safeguards information, 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(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) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) 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.13 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

### **C.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. 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.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals

performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD.258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

#### **C.15 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL** (FEB 2004)

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

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

##### **SECURITY REQUIREMENTS FOR LEVEL I**

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and

implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. 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 SB 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, sensitive information technology systems or data 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 IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. 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. Based on SB 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, sensitive information technology systems or data 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 IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT 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 immediately contact the SB/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 via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, 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.16 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION**

(FEB 2004)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by the Security Branch, Division of Facilities and Security (SB/DFS), based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, their interim approval could possibly be revoked and the individual could be subsequently removed from the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

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 SB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until SB has granted them the appropriate security clearance, read,

understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." 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. Based on SB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3 Exhibit 1, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204.70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to 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.17 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name:

Address:

Telephone Number:

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, 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 BILLING INSTRUCTIONS****BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

**General:** The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. 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:

NRC Property Management Officer  
Administrative Services Center  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

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

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

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

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

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

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

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

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. 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.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. 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.



**SECTION E - SOLICITATION PROVISIONS****E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Corporate Experience and Past Performance (50 Points)
2. Technical Capabilities and Personnel Qualifications (50 Points)

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

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**E.2 GENERAL INSTRUCTIONS**

(A) Information submitted in response to this solicitation must be typed, printed or reproduced on letter-size paper and each copy must be legible. To respond to this solicitation, your organization will be required to (1) submit an Offer, (2) provide references and (3) provide representations and certifications.

(a) Your organization must submit the following material as your offer at the date and time specified in block 6 of Standard Form 1449.

-Solicitation Package/Offer.

Three (3) original proposals with all applicable sections including the representations and certifications must be completed. The supporting documentation shall include Corporate Experience/Past Performance and Technical Capabilities/Personnel Qualifications Criteria.

-Price/Cost Schedule.

Three (3) copies of the price/cost schedule with your organizations's proposed estimated cost inserted in the appropriate spaces.

(b) The completion and submission to us of the above items will constitute your offer. Your offer must communicate your unconditional agreement to the terms and conditions in this RFP. Your failure or refusal to agree to any of the terms and conditions of this RFP or your imposition of additional conditions as well as any material omissions will constitute a deficiency which may make your offer unacceptable to us.

(B) The evaluation criteria total potential 100 points. Price will be considered in the evaluation and selection but price will not be point scored. It is the NRC's intent to evaluate each written quote submission or oral presentation under the following factors, which will be used to evaluate offers:

1. Corporate Experience and Past Performance (50 Points)

(a) The government will evaluate offerors on the depth and breadth of their relevant corporate experience. The objective of this part of the written technical proposal shall be to clearly demonstrate to the NRC that your firm has the resident corporate experience in the area of court verbatim reporting.

(b) Offerors will provide past performance information that includes recent and relevant information for all contracts over the last two or three years for efforts accomplished similar in size and scope to this effort. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. The list should include the following information:

(1) Name and address of government agency or commercial entity

(2) Point of contact with phone number

(3) Dollar value of contract and date awarded

(4) Brief description of the nature of the work and how the contract effort is similar in size and scope to the proposed effort. (It is not sufficient simply to note that the contract effort is similar in size and nature.)

(5) A self-assessment of how the offeror performed on the contract. This assessment must address problems encountered on the contract and corrective actions taken.

2. Technical Capabilities and Personnel Qualifications (50 Points)

(a) The offeror will describe the proposed plan for performance of the effort and the capabilities of personnel resources. Specifically, NRC is interested in the offeror's ability to provide quality and timely documents, as 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. Also, the NRC is especially concerned with an increased need for personnel capable in the handling of sensitive unclassified and classified documents. The offeror will clearly demonstrate to the NRC that the proposed personnel have the requisite qualifications and experience to successfully perform the effort as described in the statement of work for this solicitation.

3. Price Proposal

(a) The price proposal must include all costs related to the Statement of Work. The option(s) and option period prices must be included in the price proposal and will be evaluated.

**E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (MAY 2004)**

(a) Definitions. As used in this provision:

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

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are

controlled by one or more veterans.

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

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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

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

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

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

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

50 or fewer

\$1 million or less

51--100

\$1,000,001--\$2 million

<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified , on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (9) (i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (10) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate.  
(Applies only if the clause at Federal Acquisition Regulation (FAR)

52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f) (2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause

of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The

offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed

in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

#### **E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

**BASE YEAR (September 1, 2004 - August 31, 2005)**

**Regular hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	10,000			15,000			
10 day copy	10,000			15,000			
7day orig	50,000			17,000			
7day copy	60,000			17,000			
3 day orig	15,000			10,000			
3 day copy	25,000			20,000			
1 day orig	25,000			8,000			
1 day copy	30,000			20,000			
<b>SUB TOTAL</b>							

**Non regular Hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	3,000			1,000			
10 day copy	3,000			1,000			
7day orig	2,000			1,000			
7day copy	2,000			2,000			
3 day orig	2,000			1,000			
3 day copy	2,000			1,000			
1 day orig	3,000			2,000			
1 day copy	7,000			5,000			
<b>SUB TOTAL</b>							

**Video/Cassettes/CD rom (NRC Supplied)**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	5,000			5,000			
10 day copy	2,000			1,000			
7day orig	3,000			5,000			
7day copy	2,000			1,000			
3 day orig	3,000			4,000			
3 day copy	1,000			2,000			
1 day orig	4,000			2,000			
1 day copy	1,000			1,000			
<b>SUB TOTAL</b>							

**GRAND TOTAL**

**OPTION YEAR ONE (September 1, 2005 - August 31, 2006)**

**Regular hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	10,000			15,000			
10 day copy	10,000			15,000			
7day orig	50,000			17,000			
7day copy	60,000			17,000			
3 day orig	15,000			10,000			
3 day copy	25,000			20,000			
1 day orig	25,000			8,000			
1 day copy	30,000			20,000			
<b>SUB TOTAL</b>							

**Non regular Hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	3,000			1,000			
10 day copy	3,000			1,000			
7day orig	2,000			1,000			
7day copy	2,000			2,000			
3 day orig	2,000			1,000			
3 day copy	2,000			1,000			
1 day orig	3,000			2,000			
1 day copy	7,000			5,000			
<b>SUB TOTAL</b>							

**Video/Cassettes/CD rom (NRC Supplied)**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	5,000			5,000			
10 day copy	2,000			1,000			
7day orig	3,000			5,000			
7day copy	2,000			1,000			
3 day orig	3,000			4,000			
3 day copy	1,000			2,000			
1 day orig	4,000			2,000			
1 day copy	1,000			1,000			
<b>SUB TOTAL</b>							

**GRAND TOTAL**

**OPTION YEAR TWO (September 1, 2006 - August 31, 2007)**

**Regular hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	10,000			15,000			
10 day copy	10,000			15,000			
7day orig	50,000			17,000			
7day copy	60,000			17,000			
3 day orig	15,000			10,000			
3 day copy	25,000			20,000			
1 day orig	25,000			8,000			
1 day copy	30,000			20,000			
<b>SUB TOTAL</b>							

**Non regular Hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	3,000			1,000			
10 day copy	3,000			1,000			
7day orig	2,000			1,000			
7day copy	2,000			2,000			
3 day orig	2,000			1,000			
3 day copy	2,000			1,000			
1 day orig	3,000			2,000			
1 day copy	7,000			5,000			
<b>SUB TOTAL</b>							

**Video/Cassettes/CD rom (NRC Supplied)**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	5,000			5,000			
10 day copy	2,000			1,000			
7day orig	3,000			5,000			
7day copy	2,000			1,000			
3 day orig	3,000			4,000			
3 day copy	1,000			2,000			
1 day orig	4,000			2,000			
1 day copy	1,000			1,000			
<b>SUB TOTAL</b>							

**GRAND TOTAL**

**OPTION YEAR THREE (September 1, 2007 - August 31, 2008)**

**Regular hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	10,000			15,000			
10 day copy	10,000			15,000			
7day orig	50,000			17,000			
7day copy	60,000			17,000			
3 day orig	15,000			10,000			
3 day copy	25,000			20,000			
1 day orig	25,000			8,000			
1 day copy	30,000			20,000			
<b>SUB TOTAL</b>							

**Non regular Hours**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	3,000			1,000			
10 day copy	3,000			1,000			
7day orig	2,000			1,000			
7day copy	2,000			2,000			
3 day orig	2,000			1,000			
3 day copy	2,000			1,000			
1 day orig	3,000			2,000			
1 day copy	7,000			5,000			
<b>SUB TOTAL</b>							

**Video/Cassettes/CD rom (NRC Supplied)**

Deliver type	Unclassified			Classified & Sensitive Unclassified(proprietary&safeguards)			Totals
	Number of pages	unit cost	total cost	Number of pages	unit cost	total cost	
10 day orig	5,000			5,000			
10 day copy	2,000			1,000			
7day orig	3,000			5,000			
7day copy	2,000			1,000			
3 day orig	3,000			4,000			
3 day copy	1,000			2,000			
1 day orig	4,000			2,000			
1 day copy	1,000			1,000			
<b>SUB TOTAL</b>							

**GRAND TOTAL**