

2. AMENDMENT/MODIFICATION NO. M001      3. EFFECTIVE DATE See Block 15c      4. REQUISITION/PURCHASE REQ. NO. ASL10306      5. PROJECT NO. (if applicable)

6. ISSUED BY CODE      7. ADMINISTERED BY (if other than Item 6) CODE 3100  
 U.S. Nuclear Regulatory Commission      U.S. Nuclear Regulatory Commission  
 Division of Contracts      Div. of Contracts  
 ATTN: Michael Turner, CMB3      Mail Stop: TWB-01-B10M  
 Mail Stop: TWB-01-B10M      Washington, DC 20555  
 Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.  
 NEAL R GROSS & CO INC      9B. DATED (SEE ITEM 11)  
 Attn: Neal R. Gross  
 1323 RHODE ISLAND AVE NW      10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-21-10-494  
 WASHINGTON DC 200053701      10B. DATED (SEE ITEM 13) X 12-11-2009  
 CODE 001627124      FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) See Block No. 14 for Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority) FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (c) Changes  
 X

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Accounting and Appropriation Data for Modification No. M001 to Contract No. NRC-21-10-494 is as follows:

B&R#: 07D-15-5BE-312      JOB CODE#: N7297      BOC#: 252P      APPN#: 31X0200      FFS#: ASL10306 OBLIGATION AMOUNT: \$100,000.00

See the following pages for modification details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>NEAL R. GROSS, PRESIDENT</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael A. Turner, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Neal R. Gross</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/30/10
16B. UNITED STATES OF AMERICA BY <i>Michael A. Turner</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/22/2010

NSN 7540-01-152-8070  
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

**SUNSI REVIEW COMPLETE**

MAY 04 2010

ADM002

The purpose of this modification is to: (1) provide for a within-scope change pursuant with FAR Clause 52.212-4, "Contract Terms and Conditions - Commercial Items," to incorporate revised verbatim reporting requirements under the statement of work; and (2) provide incremental funding in the amount of \$100,000.00, thereby increasing the obligated amount from \$255,000.00 to \$355,000.00.

Accordingly, the following changes are hereby made:

- (1) Subsection B.3, "Statement of Work," is deleted in its entirety and substituted in lieu thereof with Enclosure 1 to this modification.
- (2) Section D, "Contract Documents, Exhibits, or Attachments," is revised to add new Attachment No. 4, "Appendix A," Enclosure 2 to this modification.
- (3) Subsection B.2 - "Consideration and Obligation – Delivery Orders," is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$849,843.60**. 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 **\$355,000.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

A summary of obligations for this contract from award date through the date of this action is given below:

Total FY'10 Obligation Amount ..... \$355,000.00

Cumulative Total of NRC Obligations: \$355,000.00

This modification obligates FY'10 funds in the amount of \$100,000.00.

All other terms and conditions under this contract remains unchanged including the ceiling amount of \$849,843.60.

## B.3 STATEMENT OF WORK

### 1.0. Background

In keeping with the Nuclear Regulatory Commission's (NRC) 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 the Atomic Safety and Licensing Board (ASLB) 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 (ADM) Division of Facilities and 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. High Level Waste (HLW) hearings dealing with non-classified material may take place at the Las Vegas Nevada hearing facility or at the Rockville facility. Reactor or Materials related proceedings could take place at either location. Hearings requiring the handling of sensitive unclassified (safeguards) or classified material, will be held at NRC headquarters. Most of the adjudicatory proceedings are conducted at various locations throughout the United States.

### 2.0. Definitions

1. Consecutive hearing days: Days in which hearings take place which are separated only by Saturday, Sunday, 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, compact disk (CD) copy, video and audio tapes.
4. NRC headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, MD; 6003 Executive Boulevard, Rockville, MD; 12300 Twinbrook Parkway, Rockville, Maryland; 7201 Wisconsin Avenue, Bethesda, MD; and 21 Church Street, Rockville, MD.

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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 NRC.
6. **Presiding Official:** Unless some other person is so designated in the work order, the Presiding Official 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 a.m. 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 a.m. 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.
12. **NRC Project Officer:** The Project Officer is an NRC employee, designated by the requesting office, who is familiar with the contracting process as a result of training and experience.
13. **Contracting Officer:** The Contracting Officer (CO) is an exclusive agent of NRC who enters into, administers, or terminates contracts, ensuring that all applicable requirements of law, Executive Orders, regulations, and other procedures are met before the execution of any contract or any modification of an existing contract. The CO is the only individual authorized to bind the Government.
14. **Delivery clock:** the date and time the clock starts to calculate the delivery date to determine when a transcript is due.
15. Use of the word "day" when referring to delivery means "business" day.

### 3.0. Scope of Work

The contractor shall provide court reporting services for a variety of depositions, hearings, investigations, meetings and oral arguments throughout the United States including Alaska, Hawaii, Puerto Rico, Guam, any U.S. protectorate, and the countries of Canada and Mexico for

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the NRC headquarters and OI regional field offices. Some of these hearings, depositions or investigations may require the handling of sensitive unclassified or classified material. Instances requiring the handling of sensitive unclassified or classified material, including safeguards will be held at NRC headquarters. High Level Waste (HLW) hearings dealing with non-classified material will take place at the Las Vegas Nevada hearing facility or at the Rockville facility. Proceedings related to licensing of nuclear reactors or licensing for possession of nuclear materials could take place at either location. Appropriate security clearances, cleared facility, and handling and processing of the material will be required.

### 4.0. Work Requirements

The services which the contractor is required to provide include, but are not limited to, those described herein.

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, CDs 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 Official.
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 Official or the NRC 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's, and other prescribed material furnished by the NRC. Classified material is to be transcribed on-site at NRC headquarters or, at the contractor's office at the discretion of the NRC.
6. As required, furnish a CD, or other electronic media with identical pagination and content as the original printed transcript.
7. As required, provide an electronic version of the transcript in Portable Document Format (PDF) format. The submitted PDF document must adhere to the NRC's Guidance for Submission of Electronic Docket materials under 10 CFR Part 2, Subpart J (<http://www.nrc.gov/reading-rm/ehd/ml041560341.pdf>). The PDF version shall also include any prefiled testimony introduced during the session embedded in the PDF

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document transcript. Additionally, this PDF version will sometimes be submitted via the NRC's Electronic Information Exchange (EIE) System (see <http://www.nrc.gov/site-help/eie.html>). When submitted via EIE, it will be the only copy requirement – no hard copies will be necessary.

8. When requested on the work order, provide an electronic relative time-coded ascii text file. The ascii text file will have the relative time begin at 00:00:00 in the format of hh:mm:ss. The time code will appear at the beginning of each line of the transcript, followed by a tab, then the transcript line number.

### **4.1. Compact Disks (or other electronic media) of hearings, indexing and Minuscript Services**

When required by the NRC, the contractor shall furnish minusccripts or computer readable media (i.e., an email version may be substituted for a CD when designated on the work order request) of the official transcript. There will be no cost to the NRC for the CD or electronic media versions.

The minusccript pages and/or index pages will be paid in accordance with the page rate stated in the contract for copies. The CD, electronic media or minusccript shall have identical pagination and content as the original printed transcript and conform to the following specifications:

1. The CD shall be delivered in Microsoft Word format or Adobe PDF (subject to change as technology develops) or as required by the NRC Project Officer.
2. Each CD 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.
3. Each CD 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., Word = .doc).
4. If the official printed transcript is not created from the CD, the production of the CD 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.
5. The delivery requirement for CDs will be indicated on work orders issued hereunder and shall be delivered with the paper transcript. If an electronic copy, it will be emailed to be received no later than the hard copy delivery.
6. Indexing of transcripts - When required by the NRC, the contractor shall provide an indexed transcript with the features of Minusccript or similar software which places four full pages of a transcript on a single page.

#### **4.2. Electronic transmission of Secure Files**

The contractor shall provide an electronic mailbox to receive files (for transcription) transmitted as .dss digital files with an automatic email to the sender confirming receipt of said file(s) to the contractor.

The .dss digital files will be sent to the electronic mailbox using PKWare SecureZip or other agreed upon software which would allow the files to be sent encrypted.

The contractor will employ the use of an erasure software program similar to BCWipe which will ensure that once the digital file has been transcribed, the file will be erased from any and all drives on the contractor desktops. Once transcribed, the contractor will electronically return the transcript to the NRC via an encrypted email with a copy of the transmitting email to the NRC Project Officer.

At the present time no files will be sent electronically either to or from the contractor which contain safeguards information (SGI) or classified information. Recordings or transcripts containing SGI or classified information will be processed in paper and mailed in the appropriate manner to and from the contractor in compliance with NRC requirements found in Management Directives, Volume 12 – Security (sections 12.1 – 12.7).

The contractor should not maintain sensitive digitally-recorded interviews on their computers.

The NRC at all times shall have the right to reproduce transcripts, CDs, 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 this contract to 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.

#### **4.3. Performance**

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, CD's and copies thereof in accordance with the requirements of this contract.

The contractor shall provide a Spanish speaking reporter/transcriber when necessary or as directed by the NRC Project Officer.

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.

#### **4.4. Supervision**

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

## 5.0. Format

1. Transcripts: Transcripts will be typed on white 20-pound rag bond or equal. The original of all transcripts will be furnished to the NRC. 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 NRC. Typing will be double-spaced, using an Arial 11 font or an equal type of style. Use of "or equal" type faces will be subject to the approval of the NRC. 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 the resultant contract 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.

2. Covers and Title Pages in accordance with NRC Management Directives 12.1 – 12.6: 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 a Proprietary nature, Official Use Only, Safeguards, Classified or, any other marking as directed by the Project Officer and 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, the 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. In the case of ACRS meetings the title page shall also show the title of the meeting, indicate "ACRS MEETING" and either "PUBLIC MEETING" or "CLOSED MEETING."
3. Indexing: (See Attachment 4 for example of formatting)
  - 1) A cover page shall be used.
  - 2) Each line shall be numbered.
  - 3) The page number must appear in the upper right corner of each page on an unnumbered line.
  - 4) A footer may used; however there shall be no line number associated with the footer.

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- 5) Title page
  - i) The title page must include the keyword word "BEFORE:" on a separate line.
  - ii) On the following lines, the judges are to be listed as follows: Judge Name, followed by a comma, followed by their title. Each name must be on its one line.
  - iii) No other information may follow the list of judges on that page.
- 6) The next page must begin with the keyword "APPEARANCES:" followed by a block of information for EACH represented party.
  - i) On a new line, each party shall be denoted by "On behalf of ", followed by the Party name, and ended by a colon ":" (e.g. "On behalf of the Intervenor:"). This information can span several lines.
  - ii) Following the colon, and starting on a new line, several lines of information may follow describing the party
  - iii) A new appearance will be followed "On Behalf of ...." on a new line.
  - iv) Also Present (Optional) - There can be an additional category called "Also Present:". This will be found, if entered, prior to I-N-D-E-X and after all "On Behalf of" entries in the Appearances section.
- 7) Index – The index section will contain two sections, Witnesses and Exhibits. This section will begin I-N-D-E-X centered on line number one.
  - i) Witnesses:
    - (a) This section will begin with "WITNESSES:" with other headers after that tag which include DIRECT, CROSS, REDIRECT, RECROSS.
    - (b) The "WITNESSES:" tag will be followed by one of two tags on a separate line; either "WITNESS:" or "PANEL:". The WITNESS tag will be followed by a name and the PANEL tag will be followed by a list of names separated by a comma, which may span more than one line.
  - ii) Exhibits
    - (a) This section will begin with "EXHIBITS:" with other headers after that tag which include MARK, ADMT, WITH, and RJCT. A block of information will follow it for EACH party presenting exhibits with parties listed alphabetically and exhibits listed in exhibit number order.
    - (b) "Party: ", followed by the Party name, all on a line by itself followed by blocks of information for EACH exhibit presented by the listed party:
      1. On a separate line: "Exhibit No.:", followed by the actual number which will have no spaces contained in it. The page number where the exhibit was identified, admitted, etc. may be entered in the space following the exhibit number.
      2. On a separate line: "Title: ", followed by a meaningful title for the exhibit.
- 8) Proceedings
  - i) The proceedings section shall start with "P-R-O-C-E-E-D-I-N-G-S" on an unnumbered line by itself
  - ii) The first line after will specify the time the proceedings actually began. The time must end in "a.m." or "p.m."
  - iii) Line numbers at the beginning of each line
  - iv) Each speaker will begin on a new indented line.
  - v) Unspoken entries will be handled similarly, but with the term "NOT SPOKEN " in place of the speaker name, i.e. "NOT SPOKEN: "
  - vi) After the conclusion of the transcript, there can optionally be a line indicating the end. e.g., "(Whereupon, the foregoing matter was concluded at 11:30 a.m.)".  
"(Whereupon, the" will be at the beginning of this line.

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- vii) The proceedings will be concluded with "E-N-D-P-R-O-C-E-E-D-I-N-G-S" on a line by itself to indicate the end of the proceedings
- 9) Pre-filed Testimony
- i) The start of prefiled testimony shall be denoted by "PREFILED START:" entered as the speaker after the presiding officer reads, "The Prefiled Testimony is DDMS Item ID:" ### Entitled (Set of Specific Keywords that will be spoken by the presiding officer to identify the Prefiled Testimony and entered exactly as spoken). "PREFILED START:" will be the last entry on the page on a separate line. For example:
- JUDGE BOLLWERK: The Pre-Filed Testimony is DDMS Item ID:  
123 Entitled Half-Life of Nuclear Waste Consolidated at Holding Facility.  
PREFILED START:
- ii) The tag "PREFILED END:" will be inserted after the Prefiled testimony is inserted in order to mark the end of the prefiled testimony. This entry shall be on the first line of the page proceeding the inserted prefiled testimony.
4. **Pagination:** Unless otherwise required by the Presiding Official, 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 Official. Page numbers are to be placed at the top right corner of each page.
5. **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 Official 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.

### 5.1. ACRS Disclaimer

Transcripts for ACRS 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

(DATE)

"The contents of this transcript of the proceeding of the United States Nuclear Regulatory Commission's Advisory Committee on Reactor Safeguards, 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."

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### 5.2. Exhibits

Exhibits are paper documents, electronic files, or physical objects presented to the court by the litigants during adjudicatory proceedings.

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

### 5.3. 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 Official. The contractor will make additional copies of testimony for insertion in additional copies as necessary. The contractor is to be paid in accordance with the page rate stated in the contract for copies.

### 5.4. 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.

### 6.0. Work Orders

Orders for services required hereunder will be placed or issued by the NRC Project Officer 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 4 hours after notification by the NRC 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 NRC Project Officer or an authorized representative at least 24 hours before the start of a hearing.

### **6.1. Electronic Submission of Work Orders**

Work orders will be generated on NRC Form (587) by the requesting NRC office and forwarded to the NRC Project Officer. The work order will be reviewed and confirmed by the NRC Project Officer and forwarded electronically via 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 NRC Project Officer.

### **6.2. Processing Work Orders**

Work orders submitted by the NRC will state the time, date, place of the hearing, the type of hearing, Presiding Official 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 (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 involving pre-recorded materials will be picked up by the contractor at NRC headquarters in Rockville, MD or, mailed (to be determined by the project officer and noted on the work order) directly to the contractor for transcription. For those items that are picked up, the contractor will have up to 24 hours from notification, to do so. For items mailed to the contractor, and received after 12:00 noon, the delivery clock will begin on the next business day. For audio material sent electronically to the contractor not requiring encryption/de-encryption and received after 12:00 noon, the delivery clock will begin on the next business day. For audio material sent electronically to the contractor requiring encryption/de-encryption the delivery clock will begin the next business day. The project officer or other designated personnel will assign the item a work order number for tracking purposes.

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 NRC 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 14 calendar days after the expiration of the contract, or any extension thereof.

### **7.0. Reporting**

At least 24 hours prior to the hearing, deposition or meeting, the contractor or the assigned reporter shall call the NRC Project Officer or the designated 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.

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The assigned reporter shall report to the hearing or meeting facility no less than 40 minutes prior (this is the time the clock begins for determining late arrival) 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 day.

The assigned reporter shall report/record verbatim everything spoken or presented (such as pre-filed 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 Official. 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 Official. No part of the proceedings shall be omitted from the record unless the Presiding Official 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, 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 ADM's Division of Facilities and Security, is determined by the NRC to be an impediment in any manner, the contractor will be required to use another technique.

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.

### **8.0. 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 Official 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 Official, 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.

### **9.0. Cancellations of Hearings**

In the event a hearing is canceled, the NRC will provide a courtesy call to the contractor as soon as the cancellation becomes known followed by official notification via e-mail or fax. Within the Washington, D.C. metropolitan area, if less than 4 business hours notice is given or, if less than

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24-hours notice outside the Washington, D.C. metropolitan area, the contractor will be paid a late cancellation fee of 350.00.

### 10.0. Equipment in the ASLBP Hearing Room

The ASLBP hearing room, located at NRC 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.

### 11.0. Performance Standards and Reduction Schedule

Failure to make delivery within the times required, furnish transcripts or other services in accordance with the provisions of the contract, or failure 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:

<b>Performance Requirement</b>	<b>Performance Standard</b>	<b>Method of Monitoring</b>	<b>Reduction</b>
Provide a full and complete verbatim record/transcript  Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken  1 day delivery by 10:30 a.m. or by 8:30 a.m. as noted in the work order Encrypted by 2:00 p.m.	Parties will evaluate the transcript  Project Officer will note delivery time	See corrected transcripts below  1 day rate less 10% per day late up to a maximum of 50%
Provide a full and complete verbatim record/transcript  Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken  3 day delivery by 10:30 a.m. Encrypted by 2:00 p.m.	Parties will evaluate the transcript and inform Project Officer  Project Officer will note delivery time	See corrected transcripts below  3 day rate less 10% per day late up to a maximum of 50%
Provide a full and complete verbatim record/transcript  Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken  7 day delivery by 10:30 a.m. Encrypted, by 2:00 p.m.	Parties will evaluate the transcript and inform Project Officer  Project Officer will note delivery time	See corrected transcripts below  7 day rate less 10% per day late up to a maximum of 50%

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Provide a full and complete verbatim record/transcript	Transcribe word-for-word what was spoken	Parties will evaluate the transcript and inform Project Officer	See corrected transcripts below
Hard copy, CD or electronic or, electronic encrypted files as requested	10 day delivery by 10:30 a.m. Encrypted, by 2:00 p.m.	Project Officer will note delivery time	10 day rate less 10% per day late up to a maximum of 50%

If the delivery location is not at the hearing location an extra business day is required for transfer for 1, 3, and 7 day delivery only.

For the portion of any proceeding held after 6:00 p.m. the delivery clock starts the next business day.

If 1-day delivery is not delivered by 10:30 a.m. or 8:30 a.m. (as requested) 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.

If 3-day delivery is not delivered by 10:30 a.m. local time on the 3rd 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.

(3-day delivery example: Hearing ending by 6:00 p.m. on Tuesday will require transcript delivery by 10:30 am on Friday.)

If 7-day delivery is not delivered by 10:30 a.m. local time on the 7th business day after each daily recess of the proceeding, including the final do 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.

If 10-day delivery is not delivered by 10:30 a.m. local time on the 10th 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.

All the delivery reductions as set forth above, also apply to pre-recorded (by NRC) materials given to the contractor for transcription. The delivery schedule begins upon receipt of the pre-recorded materials by the contractor.

If an acceptable corrected transcript is not returned within 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 50 percent. Corrected transcripts will be paid in accordance with the page rate stated in the contract for copies and will be dependent upon the delivery time requested.

CD/electronic copies of transcripts are to be delivered with the hard copies as set forth in the preceding table. Electronic copies should be delivered via email prior to receipt of the hard

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copy, per the delivery schedule above. The reduction schedule for the electronic encrypted copy is the same as for the hard copies as set forth in the table.

The electronic encrypted copy of transcripts is to be delivered (emailed) and the reduction schedule is as set forth in the table above.

If the contractor fails to secure a reporter or a reporter is a no-show, \$500 is to be deducted from a subsequent bill. If the reporter is up to 1 hour late, \$200 will be deducted from the subsequent bill, or \$300 if 1 to 2 hours late (see second paragraph under "Reporting" section regarding arrival time).

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.

A minimum of \$350 will be paid to the contractor if the amount billable for a particular hearing session (pages multiplied by the appropriate page rate) for the service ordered does not exceed the minimum.

### **12.0. Quality Assurance Surveillance Plan**

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.