

6-1

REQUEST FOR PROCUREMENT ACTION (RFPA)

| 11. DUPLICATION OF EFFORT (Check at least one) | | 12. LIST OF ATTACHMENTS | |
|---|--|-------------------------|---|
| | | NUMBER | DESCRIPTION |
| <input type="checkbox"/> Certified based on inquiries made with other NRC offices that no unnecessary duplication of effort will result from the conduct of the subject work. (For actions less than \$100,000) | | | STATEMENT OF WORK |
| | | | EVALUATION CRITERIA WITH NUMERICAL WEIGHTS ASSIGNED |
| | | | LIST OF FIRMS TO BE SOLICITED IN ADDITION TO THE GENERAL PUBLIC |
| <input type="checkbox"/> Attached are certifications executed by each member of the Contract Review Board (CRB) in excess of \$100,000. | | | UNSOLICITED PROPOSAL JUSTIFICATION |
| | | | JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT |
| | | | DESIGNATION OF MEMBERS TO SOURCE EVALUATION PANEL |
| <input type="checkbox"/> Contract Review Board Certification requests have been forwarded to Board Members for concurrence comments. Completed certifications will be forwarded after urgent actions only with prior approval of the Division of Contracts. | | | JUSTIFICATION FOR ACQUISITION OF CONSULTANT SERVICES NRC FORM 400 |
| | | | SPECIAL REQUIREMENTS (See NRC Appendix 501 Exhibit 1 Page 5) |
| | | | CONTROLLER'S APPROVAL OF A 78 DETERMINATION |

| 13. ESTIMATED COST (Attach cost estimate breakdown) | | | |
|---|--------------------|-------|------------------------|
| FISCAL YEAR | | | |
| CURRENT | SECOND | THIRD | TOTAL |
| \$120,000 | | | 120,000 |
| \$830,000 | 600,400 | | \$1,430,400 |

| 14. FUNDING (This certifies that funds in the amount listed below are available in the current fiscal year for the work described above) | | | |
|--|--|---------|------------|
| AMOUNT | DATE OF CERTIFYING OFFICER'S SIGNATURE | DATE | AMOUNT |
| \$120,000 | <i>Bernice S. Gordon</i> | 3/19/81 | |
| 70.19.04 | \$120,000 | 3/19/81 | 31,200.707 |

| 15. PROJECT OFFICER'S NAME | | MAIL STOP | TELEPHONE NUMBER |
|----------------------------|--|-----------|------------------|
| Charles J. Fitti | | 439-FW | 492-7816 |

| 16. APPROVAL OF DIRECTOR OR DESIGNEE (Type name of one, and have signature placed above type name) | | DATE |
|--|--|---------|
| E. Paul Cotter, Jr. <i>E. Paul Cotter</i> | | 3/12/81 |
| Chief Administrative Judge, Atomic Safety and Licensing Board Panel | | |

| 17. REMARKS | |
|-------------|--|
| | |

| 18. DIVISION OF CONTRACTS USE ONLY (To be filled by DC) | |
|---|---|
| INPUTER'S NAME | INITIAL ENTRY MADE INTO THE DCS FROS SYSTEM |
| <i>M. C. Litten</i> | |
| DATE OF ENTRY | |
| 3/23/81 | |

5/5/87

Steve - Small Business Set Aside

I supplied Elva + Fette with a copy of the current contract (85-400). They will incorporate any changes they've developed & return a marked-up copy to you. Yvonne has the disk for it.

The new solicitation is for a 2 year contract with a one-year option.

SCD has tentatively scheduled the Steve contract for consideration on May 19. Draft Commission paper in file.

The 15% with the Sony has to be sent to Security (Bureau Bidd's Branch).

- I'll mail you the estimated number of pages for each line item in Section B.

The current contract expires on 8/16/88.

Charles Fette - 2 7816, EW-439
 Elva Fette - 2 7893, EW-439
 Jeff F. Schae - 4 3205, H-1011 } Panel

#89

ROUTING AND TRANSMITTAL SLIP

May 8, 1987

| TO: (Name, office symbol, room number, building, Agency/Post) | | Initials | Date |
|---|----------------------|------------------|------|
| 1. Duane Kidd | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Action | File | Note and Return | |
| Approval | For Clearance | Per Conversation | |
| As Requested | For Correction | Prepare Reply | |
| Circulate | For Your Information | See Me | |
| Comment | Investigate | Signature | |
| Coordination | Justify | | |

REMARKS

Attached is the NRC Form 187 for steno services (RFPA No. ASB-87-342). Also attached is the statement of work and security provisions for the current steno contract (NRC-21-85-401). As I've not yet received the SOW for the new steno contract, I've attached the current as it's my understanding the security provisions will not be changed.

DO NOT use this form as a RECORD of approvals, concurrences, disposes, clearances, and similar actions

| | |
|---------------------------------------|---------------|
| FROM: (Name, org symbol, Agency/Post) | Room No.—Bldg |
| <i>Cindy Allen</i> Cindy Yeenor | AR 2223 |
| | Phone No. |
| | X24741 |

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

B-3

AUTHORITY
The policies, procedures, and criteria of NRCM 2101, NRC Security Program, apply to performance of this contract, subcontract or other activity.

SECURITY/CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

| 1. REASON FOR REQUIREMENT | CONTRACT NUMBER OR OTHER IDENTIFYING NUMBER (If one contract number must be shown for all subcontracts) | PROJECTED COMPLETION DATE | 2. THIS SUBMISSION IS (See note below) | EFFECTIVE DATE |
|---|---|---------------------------|--|----------------|
| XX INVITATION FOR BID REQUEST FOR PROPOSAL OR REQUEST FOR QUOTE | RS-ASB-87-342 | 8/16/87 | A. ORIGINAL | |
| B. PRIME CONTRACT | | | D. REVISED (Subcontractor's previous work is not) | |
| C. SUBCONTRACT | | | | |
| E. OTHER (Specify) | | | F. OTHER (Specify) | |

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND DATE COMPLETED ☐ DOES NOT APPLY

CONTRACT NUMBER NRC-21-85-401 DATE COMPLETED 8/15/87

| | | | | | |
|--|-------|-------------------|---|-------|-------------------|
| 4A. NAME OF PRIME CONTRACTOR, OFFEROR, OR OTHER (Specify) Ace Federal Reporters, Inc. | | | 4B. NAME OF RESPONSIBLE SECURITY OFFICE U.S. Nuclear Regulatory Commission | | |
| STREET ADDRESS 444 North Capitol St., NW, Suite 402 | | | STREET ADDRESS Division of Security | | |
| CITY Washington, D.C. | STATE | ZIP CODE 20001 | CITY Washington, DC | STATE | ZIP CODE 20555 |
| 5A. NAME OF SUBCONTRACTOR (Specify) N/A | | | 5B. NAME OF RESPONSIBLE SECURITY OFFICE | | |
| STREET ADDRESS | | | STREET ADDRESS | | |
| CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE |

6. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION
Stenographic reporting services for meetings, briefings, hearings, oral arguments, confidential investigative interviews, depositions, and sensitive security and personnel interviews for NRC HQ offices (excluding offices of the Commissioners) at various locations throughout the contiguous United States.

| 7. PERFORMANCE WILL REQUIRE | YES | NO | TS | S | C | NSI | RD |
|--|-----|----|----|---|---|-----|----|
| A. ACCESS TO NRC FACILITIES ONLY | X | | | | X | | X |
| B. ACCESS TO CLASSIFIED MATTER OR OTHER CLASSIFIED INFORMATION | X | | | | X | | X |
| C. RECEIPT, STORAGE, OR OTHER CARE OF CLASSIFIED DOCUMENTS | X | | | | X | | X |
| D. GENERATION OF CLASSIFIED DOCUMENTS | X | | | | X | | X |
| E. ACCESS TO CLASSIFIED COMSEC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION | X | | | | X | | X |
| F. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY | | X | | | | | |
| G. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM | X | | | | X | | |
| H. ACCESS TO NRC HEADQUARTERS, POSSESSION OF NRC PHOTO IDENTIFICATION OR CARD KEY BADGES | | X | | | | | |
| I. OTHER | | | | | | | |

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

B. Paul Cotter, Jr., Chief Administrative
NAME (Print) Judge, ASLBP

CONTRACTING OFFICER (Print)

| | | |
|----|---|------------------------|
| a. | GUIDANCE FURNISHED IN WRITING BY AUTHORIZED CLASSIFIER AND ATTACHED | AS STATED IN 9c BELOW. |
| b. | GUIDANCE FURNISHED IN WRITING BY DIVISION OF SECURITY AND ATTACHED | AS STATED IN 9c BELOW. |
| c. | NATURE OF CLASSIFICATION GUIDANCE (Indicate in space below) | |

No NRC classified or sensitive unclassified information shall be processed on any word processor without the specific written approval of the Division of Security.

Additional security/classification requirements are contained in the body of this Invitation for Bid.

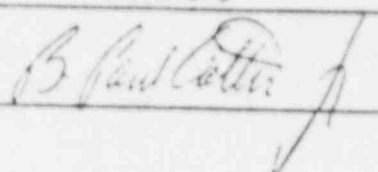
10. CLASSIFICATION REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY
 NAME OF AND TITLE OF POSITION OF AUTHORIZED CLASSIFIER
☐ ☐ DIVISION OF SECURITY ³

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

| | |
|--|--|
| <input checked="" type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 12a) | <input checked="" type="checkbox"/> PRIME CONTRACTOR (Item 4a) |
| <input type="checkbox"/> DIVISION OF SECURITY (Item 12b) | <input checked="" type="checkbox"/> SUBCONTRACTOR (Item 5a) |
| <input type="checkbox"/> DIVISION OF CONTRACTS (Item 12c) | <input checked="" type="checkbox"/> RESPONSIBLE SECURITY OFFICE (Items 4c and 5c) |

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 12b AND 12c BELOW.

12. THE SECURITY/CLASSIFICATION REQUIREMENTS AND ATTACHMENTS REFERENCED HEREIN HAVE BEEN APPROVED BY THE OFFICIALS NAMED IN 12a AND b BELOW. FINAL CONTRACTING APPROVAL BY THE DIRECTOR, DIVISION OF CONTRACTS OR HIS REPRESENTATIVE IS TO BE INCLUDED IN 12c BELOW.

| NAME | SIGNATURE | DATE |
|---|--|---------|
| a. DIRECTOR, OFFICE OR DIVISION B. Paul Cotter, Jr. Chief Administrative Judge, ASLBP |  | 3/12/87 |
| b. DIRECTOR, DIVISION OF SECURITY Raymond J. Brady | | |
| c. DIRECTOR, DIVISION OF CONTRACTS Edward L. Halman | | |

REMARKS

E.2 Remittance Address

If item 15c. of the Standard Form 33 has been checked, the offeror shall enter the remittance address below.

Name: _____

Address: _____

_____Section C - Description/Specifications/Work StatementC.1 Statement of WorkC.1.1 Background

The U.S. Nuclear Regulatory Commission (NRC) requires stenographic reporting services for hearings and oral arguments throughout the contiguous United States outside the Washington, D.C. metropolitan area before the Atomic Safety and Licensing Board Panel (ASLBP) and the Atomic Safety and Licensing Appeal Panel (ASLAP); meetings of the Advisory Committee on Reactor Safeguards (ACRS); investigative interviews of the Office of Investigation; meetings of Commissioners in compliance with the Government in the Sunshine Act; and other meetings or workshops for NRC Offices of Administration, Public Affairs, Nuclear Reactor Regulation, Executive Legal Director, Investigation, Inspector and Auditor, and other offices as required.

In keeping with NRC's mission to protect the public health and safety in the utilization of commercial nuclear power, many public hearings and adjudicatory proceedings are held as part of the decision making process in licensing nuclear facilities. These hearings 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 performance will jeopardize the interests of the Commission and adversely impact its hearing review process resulting in unacceptable delays in completion of the regulatory process for building and operating nuclear power plants and other nuclear facilities.

The subject matter to be recorded at adjudicatory hearings and oral arguments before Atomic Safety and Licensing Boards and Appeal Boards and at meetings of the Advisory Committee on Reactor Safeguards and other advisory committees is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. Less technical but equally demanding are meetings, often extremely

informal, to be recorded in compliance with the Government in the Sunshine Act, 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, and investigations by the Offices of Investigation and the Inspector and Auditor are sensitive and must always be recorded and handled in utmost confidentiality. Meetings conducted by NRC offices are held in various locations throughout the country and often require multiple, simultaneous reporting.

C.2 Definitions

C.2.1 Employment agreement: An agreement which creates an employer/employee relationship between a business entity ("organization") and an individual in which the parties agree that, in exchange for services rendered within a specified tour of duty as determined (and controlled) by the organization, the organization shall pay specified wages or salary to the individual and possibly fringe benefits such as health insurance. Additionally, the organization is responsible for the withholding of social security and necessary Federal/State employment taxes from the base salary of the employee.

C.2.2 Consecutive hearing days: Days in which hearings take place which are separated only by Saturdays, Sundays, or Federal Holidays.

C.2.3 Non-consecutive hearing days: Days in which hearings take place which are separated by days other than Saturdays, Sundays, or Federal Holidays.

C.2.4 Duplicated: Shall include duplication by various processes including ditto, hectograph, mimeograph, Xerox, etc.

C.2.5 Headquarters: Means the Commission offices located in Bethesda, Rockville, and Silver Spring, Maryland, and in downtown Washington, D.C.

C.2.6 Hearings: May include, but are not limited to, any and all types of proceedings conducted by the Nuclear Regulatory Commission (NRC), whether open to the public or closed, on regulatory matters. For example, hearings include adjudicatory proceedings, industry conferences, committee meetings, investigative interviews, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any other proceedings deemed necessary by the Commission.

C.2.7 Presiding Officer: Unless some other person is so designated in the work order, Presiding Officer means the NRC person who presides, chairs, or regulates the proceeding which is being reported.

C.2.8 Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 6:00 a.m. the following day; they include all hours on Federal Government holidays, Saturdays, and Sundays.

- C.2.9 Regular Hours: Those hours between 8:30 a.m. and 6:00 p.m. Monday through Friday, excluding legal Federal Government holidays.
- C.2.10 Session: A reporting unit or part of a hearing for which a hearing transcript is required to be delivered hereunder.
- C.2.11 Stenographic Reporting: Means the reporting of spoken words recorded by the reporter at hearings by means of stenographic notes, directly recorded dictation or monitored direct recording, and the typed reproduction thereof.
- C.2.12 Subcontract: Means 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.
- C.2.13 Washington, D.C. Metropolitan Area: Means and includes the area within a 30-mile radius of the Zero milestone in the District of Columbia.
- C.3 Descriptions/Specifications
- C.3.1 The contractor shall furnish stenographic reporting services for hearings in the contiguous United States outside the Washington, D.C. Metropolitan Area as may be required to be reported for the Headquarters, U.S. Nuclear Regulatory Commission (NRC) operations. The Commission agrees to order from the contractor all of the Commission's requirements for the services described herein, except, however, at the discretion of the Commission for certain closed meetings of the Commissioners. In addition, the Commission may or may not use the contractor for joint hearings held with other Federal, State, or local Government Agencies.
- C.3.2 The Commission at all times shall have the right to reproduce transcripts furnished under this contract, or copies thereof. The Commission also reserves the right to place copies of transcripts furnished under this contract in its Public Document Room in Washington, D.C. and in its Local Public Document Rooms outside the Washington, D.C. area, where they are available for viewing and copying by members of the public. General practice is that transcripts are not available in the public document rooms until 48 hours after delivery of the transcript of the particular session involved. The Commission reserves to itself the authority to change this practice at any time.
- C.3.3 The contractor agrees to furnish the services set forth herein when ordered by the Commission at the rates specified in Section B. Your attention is directed to Contract Clause 52.249-8 entitled "Default" which establishes the criteria for default of a contractor and the liability of the contractor to the Government.

C.3.3.1 Performance. The contractor shall promptly provide as many competent stenographers and maintain such staff and equipment as may be necessary for the furnishing of satisfactory transcripts and copies thereof in accordance with the requirements of this contract. All work shall be performed in a business-like manner and shall conform to the standards set forth in this statement of work.

C.3.3.2 Supervision. The contractor, or the duly authorized employee, agent, or representative of the contractor, shall present himself to the Presiding Officer and shall at all times be governed by the instructions of the Presiding Officer.

C.3.3.3 Reporting. Everything spoken during a hearing shall be reported and incorporated into the transcript unless the Presiding Officer 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 by the Presiding Officer to be included. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Presiding Officer. No part of the proceedings, notes of which have been taken, shall be omitted from the record unless the Presiding Officer so directs. A full and complete verbatim record shall be made and transcribed. The contractor shall use only stenomask or stenotype in reporting Advisory Committees on Reactor Safeguard (ACRS) and Commission Meetings. Depositions are to be taken by duly authorized notaries and no separate fees are to be charged for notary services, administering oaths, or affixing seals.

C.3.3.4 Recess. When the reporter requests a recess to replace paper, tape, or other necessary materials used in performance of the work, the Presiding Officer may grant such a request and order a recess for a reasonable time. However, in the case of ACRS meetings, no such recess will be allowed. The contractor shall have equipment which will not cause disruption of a meeting if the person reporting the proceedings is replaced.

C.3.3.5 Accuracy.

- a. It shall be the responsibility of the contractor to furnish complete transcripts which accurately reflect the full and complete verbatim record of the hearing. If electronic recording devices are used, they must be of such quality as to insure against error, misinterpretation, or loss of voice. Equipment must be continuously operator monitored and include simultaneous playback, listening, pre-amplification and speaker identification facilities. The placement of all equipment used by the contractor during a hearing is subject to the approval of the Presiding Officer.

- b. When errors attributable to the contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspelling, if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for "the," etc.) the Commission may demand and contractor shall correct the errors and furnish corrected transcripts within five (5) business days after receipt of notification. Improperly bound or organized transcripts will be construed to change the meaning of the transcript and may be rejected. Acceptance of corrected transcripts will be in accordance with the provisions of the "Inspection and Acceptance" section of this contract. The corrected transcript shall be transmitted along with a description of the correction(s) made and will include the type of correction(s) made and the affected page number(s). Payment for corrected transcripts shall be made in accordance with Section H.1 "Late or Defective Delivery."

C.3.3.6

Format

- a. Transcripts. Transcripts shall be typed with black one-piece carbon ribbons on white 20-pound rag bond or equal. The original of all transcripts shall be furnished to the Commission. Paper shall be 8-1/2 inches x 11 inches in size, with a margin of 1-3/4 inches at the left-hand side and a margin of 3/8 inches at the right-hand side. Paper to be used will be subject to approval by the Commission. Typing shall be ten (10) spaces to the inch, double-spaced, using one of the following IBM or equal type styles: Courier 10, Prestige Elite, OCR B, Pica 10, or Letter Gothic, samples of which are furnished as Attachment 3 hereto. Use of "or equal" type faces will be subject to the approval of the Commission. Whenever testimony is continuous, requiring more than one line, the typing shall begin as close as possible to the left ruled marginal line. Words shall 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. Charge for Authentications page shall be included in the per page rate. Payment for pages of a transcript with less than 25 lines per page will be made on a net 25 line basis, i.e., the number of lines on pages with less than 25 lines will be added and the total divided by 25. The resulting number will be added to the number of full pages for transcript payment purposes. Any additional duplicated copies of such transcripts ordered and delivered will be invoiced and paid at the same page count as the original transcript. 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., 1 to 25 inclusive, shall be printed at the left marginal 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 or red, use for which follows) 140-pound index paper, No. 1 sulphite paper, or similar material approved by the Commission. Cover markings shall include a statement, when appropriate, that the contents are of an in-camera or proprietary nature, in which case a yellow cover shall be used. Red covers shall be used to denote that the contents include classified material. 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), name of proceeding, location, date, number of pages, 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. Finally, 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 or Appeal Board proceeding, the title page showing name, docket number, place and date of proceedings, appearance, location, etc., shall be followed by a page or pages indexing the witnesses and exhibits. Each transcript shall include one complete cumulative 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 at the direction of the Presiding Officer shall also be indexed in the same fashion.
- d. Pagination. Unless otherwise directed 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 directed by the Presiding Officer. Page numbers are to be placed at the top right corner of each page.

- e. Binding. Transcript 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 by the Presiding Officer for the record, it being understood that the Presiding Officer will not accept any material not of suitable size for the record. Any material, including exhibits, not of suitable size shall be so designated as not part of the transcribed record and be handled separately as an exhibit. No documents of any kind are to be included in any Commission Meeting transcripts.

C.3.3.7 Legibility. Ribbon copy (the original) shall be clearly legible, suitable for making copies. All machine-reproduced copies supplied by the contractor must be clearly legible and machine reproducible. Duplicated copies shall be on white 20-pound paper or equal. Paper to be used for duplicated copies will be subject to the approval of the Commission. In the event the Commission or Presiding Officer finds one or more copies to be illegible or unreproducible, the contractor agrees to correct same or replace with acceptable copies within five (5) business days after receipt of notification. Payment for corrected or replacement copies shall be made in accordance with Section H.1, "Late or Defective Delivery."

C.3.3.8 Authentication. The original of the transcript shall be authenticated by the Official Reporter reporting the hearing by a certificate page in form to be approved by the Contracting Officer, substantially as follows:

"This is to certify that the attached proceedings
before the _____

(Name of Proceeding)

in the matter of:

(Docket Number)

(Place of Proceeding)

(Date of Proceeding)

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

/S/

(Signature Typed)

Official Reporter

Reporter's Affiliation"

C.2.3.9

Exhibits

- a. Exhibits in connection with adjudicatory proceedings shall be submitted to the contractor (reporter) at the hearing in an original and two copies. All exhibits shall be marked by the reporter to clearly indicate by whom they were offered and the manner in which they were received (i.e., evidence or identification) and docket number with suffix. Each exhibit shall be marked with a number and/or letter, dated and signed by the reporter, arranged in numerical or alphabetical order and, unless otherwise directed by the Presiding Officer, transmitted directly to the Secretary of the Commission. Such documents shall not be copied into the record unless the Presiding Officer so directs; the Presiding Officer may, at his discretion, direct that such documents be read or copied into the record in part or in full.

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

- b. Until submitted to the Secretary of the Commission, and subject to direction of the Presiding Officer, the reporter shall have custody of the hearing record which includes exhibit material in other than documentary form admitted under applicable rules. Any requirement for the special handling of any such exhibit material (example: full scale models) in other than documentary form ordered by the Presiding Officer shall constitute a change within the meaning of the clause hereof entitled "Changes."
- c. Unless otherwise provided by the Presiding Officer, all exhibit material in the custody of the reporter shall be turned over to the Secretary of the Commission, Attention: Chief, Docketing and Service Branch, within ten (10) calendar days following the completion of each hearing session, accompanied by an inventory sheet prepared specifically for transmittal of such exhibit material.

C.2.3.10

Postponements. If an adjudicatory proceeding has been noticed for hearing and is called but not heard at the time and place indicated in the notice, a record shall nevertheless be written with a title page and list of the persons desiring to record their appearances, together with a memorandum of the date, hour, and place at which the hearing was called and a statement showing the action taken. If the Presiding Officer or other official is present and an official reason is stated why the hearing was not held as scheduled, such reason shall be included in the record. If no official reason is

stated, the reporter shall, before transcribing the record, ascertain from the Presiding Officer, other hearing official, or the Counsel for the Commission or its staff, the reason why such hearing was not held as scheduled and insert such statement and identify the individual source in the record to be transcribed. The contractor shall be paid for each page involving a postponement in accordance with the contract schedule for the type of delivery ordered.

C.3.3.11 Cancellation of Meetings. The government will notify the contractor of a meeting or hearing cancellation at least twenty-four (24) hours prior to the scheduled hearing or meeting.

C.3.3.12 Transcripts and Notes
C.4 Work Orders

C.4.1 Orders for services required hereunder will be issued by the Contracting Officer or his authorized representatives at least 48 hours before the start of a hearing. Work orders will normally be written but may, on occasion, be oral, in which event the order will be confirmed in writing. Work orders will state the time, date, and 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 required, the delivery schedule, pagination instructions to assure the continuation of pagination when applicable, security classification, special delivery and packaging and marking instructions, if any, including names and addresses of recipients for hand or mail delivery. The name of the person placing the order with the date and other pertinent information will be included on the order.

C.4.2 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 government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the contractor shall not be required to make deliveries for orders requiring performance beyond ten (10) calendar days after the expiration of the contract, or any extension thereof.

Section D - Packaging and Marking

D.1 All materials delivered hereunder shall be packaged in such a manner as to ensure arrival at the place of delivery in an undamaged condition. Each package shall be clearly marked with the contractor's name, work order number, and content, e.g., "Hearing Transcripts," "Industry Conference Transcripts," "Press Conference Transcripts," as applicable.

D.2 Material of a classified nature shall be packaged and marked in accordance with applicable NRC security regulations. Additional marking and packaging instructions, e.g., "Addressee Only," "Sensitive" or requirement for double envelopes, as deemed necessary by the Project Officer, may be designated on individual work orders issued hereunder.

H.5 Charges

For any hearing that starts during regular hours, the contractor shall charge the Commission at the rate(s) stipulated in Section B hereof for the particular service and corresponding delivery schedule listed for the regular hours category. If such hearing starts before regular hours or extends beyond regular hours, the rate(s) set forth in the Schedule for service during non-regular hours shall be effective; limited, however, to that portion of work performed during non-regular hours.

H.6 Failure of Contractor to Appear

If the contractor does not appear at the place and time specified for a hearing after being notified in accordance with Paragraph C.4, "Work Orders" of the place and time for the scheduled hearing, the Commission representative may call in a substitute reporting firm, and the contractor shall reimburse the Commission for any extra expense incurred on account thereof. The Commission may deduct such expenses from any sum otherwise due the contractor.

H.7 Sale of Copies

Except as specified below, the contractor may sell to the public copies of transcripts or portions thereof covered by this contract. Copies required by the public on a faster basis than required by the Commission may be furnished by the contractor if it does not interfere with the needs of the proceeding as determined by the Presiding Officer. The contractor shall provide the Commission, at the rates the Commission ordered the transcript for delivery, the original transcript and required duplicated copies, if any, at the same time copies are furnished to any other party. The contractor shall submit to the Contracting Officer quarterly reports of the number of duplicate copy pages sold to parties other than NRC (see Section F.4).

The contractor is not authorized to sell copies of transcripts or portions thereof of any closed or in-camera sessions to the public.

H.8 Restrictions on Disclosure

The Commission or the Presiding Officer shall have the right to prohibit the sale of copies of transcripts or portions thereof.

Any information in any form gained in the course of performance of duties hereunder, which is designated by the Presiding Officer as classified or otherwise restricted shall be governed by the provisions hereof entitled "Private Use of Contract Information and Data" (Section H.10 below) and "Retention of Exempt Material" (Section H.14 below).

H.9 Materials

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

H.10 Private Use of Contract Information and Data

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

The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements and directions of the Commission with respect to such material.

The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

H.11 Working Space and Storage Facilities

The Commission is only responsible for providing a location in the hearing room for the reporter during the hearing session. The space for typists, copy requirement, storage of exhibits, or any other business the reporter may have in conjunction with a public proceeding shall be at the expense of the contractor.

H.12 Security Classification

H.12.1 The highest classification applicable to the service to be furnished under this contract will be Confidential Restricted Data. The contract Security/Classification requirements are set forth in NRC Form 137, attached hereto as Attachment 5.

H.12.2 Notwithstanding the provisions of Subsection H.13 to this contract, entitled "Security," to the contrary, and in addition thereto, the parties hereto agree that the NRC shall formally classify all classified information or material delivered under this contract and shall provide classification guidance to the contractor as required in the performance of this contract.

H.12.3 When advised by the Presiding Officer that information or material is classified or sensitive unclassified information, the contractor shall mark any resulting documentation in accordance with NRC regulations.

H.12 Security (DME Clearance Number 3150-0112)

(a) It is the Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and 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 such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification shall 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 will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(d) 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.

(e) Security Clearance Personnel. The Contractor shall 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.

(f) Criminal Liabilities. Disclosure of Restricted Data, Formerly Restricted Data, or other classified information 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, 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. Sections 641, 793, 794, 798, 952, and 50 U.S.C. Section 783(b)).

(g) 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.

(h) In performing the contract work, the Contractor shall assign classifications to all documents, material, and equipment originated or generated by the Contractor in accordance with classification guidance by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall provide that the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished by the Contractor.

H.14 Retention of Exempt Material

H.14.1 Government Property. The contractor agrees that all work, including shorthand or longhand notes, stenotype tapes, memoranda, cassette tapes, and material of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be the property of the government and may be used by the government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation, and shall be delivered to the government as provided in the work order. The Commission retains the right to reproduce in full and distribute any transcript received under the terms of this contract.

H.14.2 Material Exempt from Public Disclosure. The contractor shall not retain under any circumstances any portion of a transcript, including shorthand or longhand notes, stenotype tapes, cassette tapes, memoranda, and material of every description relating thereto, and copies thereof, taken during an in camera session at any regulatory hearing or other proceeding or at any other closed hearing or meeting which contains information exempt from public disclosure pursuant to the Commission's regulations, including, but not limited to, trade secrets, confidential or privileged business or financial information, or information the disclosure of which would constitute an unwarranted invasion of personal privacy. At the time the transcript is delivered, the contractor shall return to the Commission all of the above mentioned documents which contain information exempt from public disclosure pursuant to the

government in the Sunshine Act or the Commission's regulations. The contractor, its employees and representatives are prohibited from otherwise revealing any of the foregoing information.

- H.14.3 Final Delivery and Restriction. The contractor further agrees that all work, including shorthand or longhand notes, stenotype tapes, memoranda, and material of every description relating thereto not covered above or documents not covered under Subsection L, Security herein, shall be held by the contractor subject to the authority and control of the Commission until the expiration of the contract at which time they shall be delivered to the Commission. The contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.15 Subcontracts for Work or Services

No contract shall be made by the contractor with any other party for furnishing any of the work or services herein contracted for without the prior written approval of the Contracting Officer, but this provision will not be taken as requiring the approval of contracts of employment between the contractor and personnel assigned for services hereunder.

H.16 Proprietary Data and Confidential Information

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

H.17 Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract shall be paid not less than the minimum wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits specified in the Department of Labor Wage Determination No. 76-533 (Rev. 8), dated June 12, 1984 which is attached hereto as Attachment No. 6 and made a part hereof.

H.18 Contract Personnel and Facility Security Requirements

Performance under the contract will involve access to classified information requiring a CONFIDENTIAL Facility and "Q" personnel clearance. The contract will also involve access to Restricted Data. Facility and Personnel Security Clearances shall be processed and granted in accordance with NRC Manual Chapters 2101, 2201, and NRC Bulletin 2101-23.

The contractor shall submit to the U.S. Nuclear Regulatory Commission, Division of Security, Washington, D.C. 20555 within thirty (30) calendar days following contract award, completed Personnel Security Questionnaire Packages for all personnel requiring security clearance. Those personnel shall be identified at the time of contract award.

Contractor's Facility Security Plan, prepared in accordance with NRC Appendix 2101, shall be submitted to the Division of Security not later than forty-five (45) calendar days following contract award.

H.19 Method of Payment

(a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

(b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
2. Contact person and telephone number
3. Name and address of financial institution
4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of financial institution
6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System

90

| ROUTING AND TRANSMITTAL SLIP | | Date 5/14/87 | |
|---|------------|----------------------|------------------|
| TO: (Name, office symbol, room number, building, Agency/Post) | | Initials | Date |
| 1. | Tim | | |
| 2. | [REDACTED] | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Action | | File | Note and Return |
| Approval | | For Clearance | Per Conversation |
| As Requested | | For Correction | Prepare Reply |
| Circulate | | For Your Information | See Me |
| Comment | | Investigate | Signature |
| Coordination | | Justify | |

REMARKS

SCRB material for your 10:00 meeting with Mr. Halman tomorrow.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

| | |
|--|----------------|
| FROM: (Name, org. symbol, Agency/Post) | Room No.—Bldg. |
| Patti | Phone No. |

5041-102

* GPO : 1983 O - 381-525 (232)

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.606

B-4

April 10, 1987

OFFICE: Atomic Safety & Licensing Board Panel

PROJECT TITLE: Headquarters Stenographic Reporting Contract
Through-out the Contiguous United States
(Excluding the In-Town Requirements of the
Office of the Commissioners)

FIN NO.: B-8183

TYPE OF CONTRACT: Competitive/Small Business Set Aside

CONTRACTOR: To be selected

FY BUDGET (\$K):

| | <u>1987</u> | <u>1988</u> | <u>1989</u> | <u>1990</u> | <u>1991</u> |
|-------------------|-------------|-------------|-------------|-------------|-------------|
| <u>PRIOR:</u> | 1.204 | | | | |
| <u>OPERATING:</u> | 120 | 630 | 450 | | |
| <u>FOLLOW-ON:</u> | | | | 500 | 500 |

SCOPE OF WORK: Provides stenographic reporting services for the Nuclear Regulatory Commission's Headquarter's Offices, except the Commissioner's offices, for meetings, briefings, hearings, oral arguments, confidential investigative interviews, depositions, sensitive security and personnel interviews. Produce verbatim transcript and PC diskettes as required for NRC Headquarter's offices at various locations throughout the contiguous United States. A digest of the exact work to be performed provides a more thorough scope of the work.

USER NEED: All users need a verbatim transcript and/or PC diskette of the meeting, hearing, oral argument or interview.

PRODUCTS: A clear, accurate, verbatim, reproducible transcript and/or diskette of each meeting, hearing, oral argument or interview. ASLBP transcripts should also be available, when ordered, on PC diskettes, which provide an exact letter-by-letter copy for full text search and retrieval using PC computers. The proposed contract contains requirements for service between 8:30 a.m. and 6:00 p.m., Monday through Friday and for non-regular hours. Delivery is for daily (next day), 2nd day and 5 days. The service also includes clear copies, identical to the originals deliverable on daily (next day), 2-day and 5-day schedules.

JUSTIFICATION FOR SOURCE SELECTED AND DISCUSSION OF ALTERNATIVES: We consider competitive bidding by technically qualified firms will obtain a quality performance at a fair price. In order to obtain quality bidders, a Bid Bond and a Performance Bond will be required.

NRC OFFICE COORDINATION: The requirements of all NRC Headquarters users are incorporated in the requirements section. The user offices are: ASLBP, ASLAP, NRR, ACRS, OIA, OI, AEDD, NMSS, PER, GPA, OGC, ARM.

Article I - DESCRIPTIONS/SPECIFICATIONS

A. BACKGROUND.

The Nuclear Regulatory Commission (NRC) requires stenographic reporting services for hearings and oral arguments throughout the contiguous United States before the Atomic Safety and Licensing Board Panel (ASLBP) and the Atomic Safety and Licensing Appeal Panel (ASLAP); meetings of the Advisory Committee on Reactor Safeguards (ACRS); out-of-town meetings of Commissioners in compliance with the Government's Sunshine Act; and other meetings or workshops for NRC offices of Nuclear Reactor Regulation, General Counsel, Investigations, Inspector and Auditor, Governmental and Public Affairs, Administration and Resources Management, Analysis and Evaluation of Operational Data, Personnel and Nuclear Material Safety and Safeguards and other offices, as required.

In keeping with NRC's mission to protect the public health and safety in the utilization of commercial nuclear power, many public hearings and adjudicatory proceedings are held as a part of the decision making process in licensing nuclear facilities. These hearings 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 performance will jeopardize the interests of the Commission and adversely impact its hearing review process resulting in unacceptable delays in completion of the regulatory process for the entire NRC's mission including operating nuclear power plants and other nuclear facilities.

The subject matter to be recorded at adjudicatory hearings and oral arguments before Atomic Safety and Licensing Boards and Appeal Boards and at meetings of the Advisory Committee on Reactor Safeguards and other meetings is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. Less technical but equally demanding are meetings, often extremely informal, to be recorded in compliance with the Government in the Sunshine Act, portions of which may be highly sensitive or of a confidential nature. Investigations by the Offices of Investigation and Inspector and Auditor and Personnel security interviews conducted by the Office of Administration and

Resource Management's Division of Security and are sensitive and must always be recorded and handled in utmost confidentiality. Meetings conducted by NRC offices are held in various locations throughout the country and often require multiple, simultaneous reporting. Multiple, simultaneous reporting is also required for NRC telephone conference calls.

B. DEFINITIONS.

1. Headquarters: Means the Commission offices located in Bethesda, Rockville, and Silver Spring, Maryland, and in downtown Washington, D.C.
2. Hearings: May include, but are not limited to, any and all types of proceedings conducted by the Nuclear Regulatory Commission (NRC), whether open to the public or closed, on regulatory matters. For example, hearings include adjudicatory proceedings, investigative interviews, industry conferences, committee meetings, multi-party telephone conferences, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any other proceedings deemed necessary by the Commission.
3. Non-regular hours: Those hours worked after 6:00 p.m. on a given day through 8:30 a.m. the following day; they include all hours on Federal Government Holidays, Saturdays, and Sundays.
4. Regular hours: Those hours between 8:30 a.m. and 6:00 p.m. Monday through Friday, excluding legal Federal Government Holidays.
5. Stenographic reporting: Means the reporting of spoken words recorded by the reporter at hearings by means of stenographic notes or by his directly recorded dictation or his monitored direct recording and the type reproduction thereof.

C. DESCRIPTIONS/SPECIFICATIONS.

The Contractor shall furnish Stenographic Reporting Services for hearings throughout the contiguous United States as may be required to be reported for the U.S. Nuclear Regulatory Commission (NRC) Headquarter's operations. The Commission agrees to order from the contractor all of the Commission's requirements for the services described herein, except, however, at the discretion of the Commission for certain closed out-of-town meetings of the Commissioners and other sessions. In addition, the Commission may or may not use the Contractor for joint hearings held with other Federal, State, or Local Government Agencies.

The Commission at all times shall have the right to reproduce transcripts and diskettes furnished under this contract, or copies thereof. The Commission also reserves the right to place copies of transcripts furnished under this contract in the NRC Public Document Rooms(s) in Washington, DC and in its Local Public Document Rooms outside the Washington Area, where they are available for viewing and copying by members of the public. General practice is that transcripts are not available in the public document rooms until 48 hours after delivery of the transcript of the particular session involved. The Commission reserves to itself the authority to change this practice at any time.

The Contractor agrees to furnish the services set forth herein when ordered by the Commission. Your attention is directed to Clause 11, Paragraph (a), of the General Provisions entitled "Default" which establishes the criteria for default of a Contractor and the liability of the Contractor to the Government.

1. Performance. The Contractor shall promptly provide as many competent stenographers and maintain such staff and equipment as may be necessary for the furnishing of satisfactory transcripts and/or diskettes and copies thereof in accordance with the requirements of this contract. All work shall be performed in a business-like manner and shall conform to the standards set forth in this statement of work.
2. Supervision. The Contractor, or the duly authorized employee, agent, or representative of the Contractor, shall present himself to the Presiding Officer and shall at all times be governed by his/her instructions.
3. Reporting. Everything spoken during a hearing shall be reported and incorporated into the transcript unless the Presiding Officer 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 by the Presiding Officer to be included. The record should 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, notes of which have been taken, shall be omitted from the record unless the Presiding Officer so directs. A full and complete verbatim record shall be made and transcribed. The Contractor shall use stenomask or steno type in reporting Advisory Committee on Reactor Safeguard (ACRS) and Commission Meetings. The NRC may, on occasion, suggest to the Contractor that a particular method of stenographic reporting be utilized

for a specific hearing and/or meeting. Depositions are to be taken by duly authorized notaries and no separate fees are to be charged for notary services, administering oaths, or affixing seals.

4. Recess. When the reporter requests a recess to replace paper, tape, or other necessary materials used in performance of the work, the Presiding Officer may grant such a request and order a recess for a reasonable time. For out-of-town Commission meetings and ACRS meetings, the contractor shall have equipment so that the meeting will not be interrupted.
5. Accuracy.
 - a. It shall be the responsibility of the contractor to furnish complete transcripts and/or diskettes which accurately reflect the full and complete verbatim record of the hearing. If electronic sound devices are used, they must be of such quality as to insure against error, misinterpretation, or loss of voice. Equipment must be operator monitored and include simultaneous playback, listening, pre-amplification and speaker identification facilities. The placement of all equipment used by the contractor during a hearing is subject to the approval of the Presiding Officer.
 - b. When substantive errors attributable to the contractor's performance appear in the transcript and/or diskette (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspelling, if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for "the", etc.) the Commission may demand and contractor shall correct the errors and furnish corrected transcripts and/or diskettes within five (5) business days after receipt of notification. Improperly bound or organized transcripts will be construed to change the meaning of the transcript and are therefore not acceptable. Acceptance of corrected transcripts will be in accordance with the provisions of the "inspection and acceptance" section of this contract. The corrected transcript shall be transmitted along with a detailed description of the corrections(s) made and will include the type of corrections(s) made and the affected page numbers(s).
6. Format.
 - a. Transcripts. Transcripts shall be typed with black one-time

carbon ribbons on white 20-pound rag bond or equal. The original of all transcripts shall be furnished to the Commission. Paper shall be 8-1/2 in. x 11 in. in size, with a margin of 1-3/4 in. at the left-hand side and a margin of 3/8 in. at the right-hand side. Paper to be used will be subject to approval by the Commission. Typing shall be ten (10) spaces to the inch, double-spaced, using one of the following IBM or equal type styles: courier 10, or letter gothic, samples of which are furnished as attachment _____. Use of "or equal" type faces will be subject to the approval of the Commission. Whenever testimony is continuous, requiring more than one line, the typing shall begin as close as possible to the left ruled marginal line. Words shall be properly hyphenated when necessary. The per page rate set forth in Article I.A. will be paid for the title page and index page(s) and for all pages containing 25 lines of transcription. Payment for pages of a transcript with less than 25 lines per page will be made on a net 25 line basis; i.e., the number of lines on pages with less than 25 lines will be added and the total divided by 25. The resulting number will be added to the number of full pages for transcript payment purposes. 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., 1 to 25 inclusive, shall be printed at the left marginal line of the original transcript.

- b. Covers. Each copy of the transcript furnished shall be bound with covers of good quality, white or colored 140-pound index paper, No. 1 sulphite paper, or similar material approved by the Commission. The cover page shall show the title of the meeting, the date, the total page count and, in the case of Commission meetings, shall also indicate "COMMISSION MEETING," "PUBLIC MEETING," or "CLOSED MEETING," and, for Closed Meetings, shall also indicate the Exemption Numbers. Cover markings should include "in camera" or other appropriate designations, in which case a yellow cover shall be used. Otherwise cover colors may be any color except red.
- c. Indexing. In the original and each copy of the transcript the title page showing name, docket number, place and date of proceedings, appearance, location, etc., shall be followed by a page or pages indexing the witnesses and exhibits. Each transcript shall include one complete cumulative 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 at the direction of the Presiding Officer shall also be indexed in the same fashion. Indexing will not be required on transcripts of Commission meetings; however, the title page shall also contain the same information regarding public and closed Commission meetings as required in (2) above, "Covers."

- d. Pagination. Unless otherwise directed 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 directed by the Presiding Officer. Page numbers are to be placed at the top right corner of each page.
 - e. Binding. Transcript 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 by the Presiding Officer for the record, it being understood that the Presiding Officer will not accept any material not of suitable size for the record. Any, including exhibits, material not of suitable size shall be so designated as not part of the transcribed record and be handled separately. No documents of any kind are to be included in any Commission meeting transcripts.
7. Legibility. Ribbon copy (the original) shall be clearly legible, suitable for making copies. All machine-reproduced copies supplied by the Contractor must be clearly legible and machine reproducible. Duplicated copies shall be on white 20-pound paper or equal. Paper to be used will be subject to the approval of the Commission. In the event the Commission or Presiding Officer finds one or more copies to be illegible or unreproducible, the Contractor agrees to correct same or replace with acceptable copies within five (5) business days after receipt of notification. Payment for corrected or replacement copies shall be made in accordance with Article VII.A., "Late or Defective Delivery".

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

"This is to certify that the attached proceedings before the

(Name of Proceeding)

in the matter of:

(Docket Number)
(Place of Proceeding)
(Date of Proceeding)

were held as herein appears, and that this is the original transcript thereof for the file of the Commission, as reported by:

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

9. Exhibits.

- a. Exhibits in connection with adjudicatory proceedings shall be submitted to the Contractor (reporter) at the hearing in an original and two copies. Unless otherwise directed by the Presiding Officer, all exhibits will be marked with a number and or letter, dated and signed by the reporter, arranged by the reporter in numerical or alphabetical order and transmitted directly to the Secretary. The marking shall indicate clearly by whom the exhibits were offered and in the manner in which they were received (Evidence, Identification). Such documents shall not be copied into the record unless the Presiding Officer so directs; the Presiding Officer may direct that such documents be read or copied into the record in part or in full.

If any document is withdrawn, or for any other reason is not filed with the transcript, a memorandum shall be inserted by the Contractor in the place of the document stating its nature, how numbered or lettered and marked, and the reason for its absence. The numerical order of exhibits introduced at the proceeding or in a reopened case shall follow

consecutively the number on the past previous exhibit introduced by such party.

- b. Until submitted to the Secretary of the Commission and subject to direction of the Presiding Officer the reporter shall have custody of the hearing record which includes exhibit material in other than documentary form admitted under applicable rules. Any requirement for the special handling of any such exhibit material (e.g., physical exhibits such as photographs or full scale models) in other than documentary form ordered by the Presiding Officer shall constitute a change within the meaning of the clause hereof entitled "Changes."
- c. Unless otherwise provided by the Presiding Officer, all exhibit material in the custody of the reporter shall be turned over to the Secretary of the Commission, marked "Attention: Chief, Docketing and Service Branch," within ten (10) business days following the completion of each hearing session, accompanied by an inventory sheet specifically prepared for transmittal of such exhibit material. The contractor shall furnish to the Project Officer a copy of each transmittal receipt for exhibits delivered to the Office of the Secretary. If any exhibits are missing and are not delivered to the Office of the Secretary at the end of a hearing, the Contractor will send a letter to the Board Chairman and the Project Officer identifying each missing exhibit.

10. PC Floppy Diskette of Hearings. When required by the Commission, the contractor shall furnish a computer readable PC floppy diskette copy of the official transcript. This PC diskette copy shall have identical pagination and content of the original printed transcript and conform to the following specifications:

- a. The PC floppy diskette shall be IBM comp. .ible.
- b. The PC floppy diskette must contain upper/lower case text that is 100% equivalent (excluding line numbers) to the official transcript with matching page and line numbers in the proper sequential order.
- c. Each diskette shall be clearly labeled to identify the transcript by title of meeting, docket number, date, and page numbers. Only one day's transcript(s) may be placed on a diskette.
- d. Diskettes will not be required for closed sessions.

- e. All PC diskettes will be delivered in ASCII format.
- f. Disks will be 5 1/4 inch.
- g. Exhibits/inserts will not be on disk.
- h. Disks will be paid for on gross pages basis, i.e., pages containing less than 25 lines shall be paid for in full.
- i. In the event portions of a transcript are in camera and diskettes are ordered, two diskettes shall be prepared. The first diskettes shall contain the public portions of the transcript; the second diskette shall contain the in camera portions of the transcript. The beginning of any in camera portion or any public portion of the transcript shall be the beginning of a new page of the transcript. Written government authorization shall be obtained before in camera diskettes are released to anyone by the Commission.
- j. Diskettes of classified proceedings will not be required.
- k. Delivery shall be within two weeks of the hearing date.