

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc Inst Ident) NO. NRC-21-89-348		3. EFFECTIVE DATE 10/16/89		4. REQUISITION PURCHASE REQUEST PROJECT NO. RS-ASB-89-348			
5. ISSUED BY U.S. Nuclear Regulatory Commission Contract Negotiation Branch No. 1, P-1020 Div. of Contracts & Property Management Washington, DC 20555		6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Contract Administration Branch, P-902 Div. of Contracts & Property Management Washington, DC 20555					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Ann Riley and Associates, Ltd. 1612 K Street, N.W. Washington, DC 20006				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM 6	
11. SHIP TO/MARK FOR See Section F.5		CODE		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Div. of Accounting & Finance, GOV/COM Section Washington, DC 20555		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA B&R: 970-19-04-01; APPN: 51X0200.970; FIN: 881839; OBLIGATED AMOUNT: \$120,000.00			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<p>The U.S. Nuclear Regulatory Commission hereby accepts Ann Riley and Associates, Ltd.'s bid dated September 26, 1989 to perform the work herein. This firm fixed price requirements type contract is completed as follows:</p> <p style="text-align: center;">(Continued on next page)</p>							
15G. TOTAL AMOUNT OF CONTRACT \$ 851,452.90							
16. TABLE OF CONTENTS							
W)	SEC.	DESCRIPTION	PAGE(S)	W)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION(S)/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RS-ASB-89-348 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Mark J. Flynn			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Mark J. Flynn</i> (Signature of Contracting Officer)		20C. DATE SIGNED 9/29/89	
BY _____ (Signature of person authorized to sign.)							

8910100332 890929
 1212 PM CONTINUED
 NRC-21-89-348 PDC

1. In Section B.2 - CONSIDERATION AND OBLIGATION--DELIVERY ORDERS, paragraph a, first sentence, insert the total estimated amount of "\$851,452.90".
2. In Section B.2 - CONSIDERATION AND OBLIGATION--DELIVERY ORDERS, paragraph b, first sentence, insert the presently obligated amount of \$120,000.00"
3. In Section F.3 - DURATION OF CONTRACT PERIOD, the first sentence is completed to read as follows:

"The ordering period for this contract shall commence on October 16, 1989 and will expire on October 15, 1991."
4. In Section F.6 - PLACE OF DELIVERY FOR SALE OF COPIES REPORTS, paragraph a. is completed to read as follows:

"Attn: Elva Leins, Project Officer
Mail Stop: EW-439"
5. In Section F.6 - PLACE OF DELIVERY FOR SALE OF COPIES REPORTS, paragraph b. is completed to read as follows:

"Contract No. NRC-21-89-348
Attn: Timothy Hagan, Contracting Officer"
6. In Section G.1 - PROJECT OFFICER AUTHORITY, paragraph a. is completed as follows:

"Name: Elva Leins

Address: US Nuclear Regulatory Commission
Atomic Safety and Licensing Board Panel
Program Support and Analysis Staff
Mail Stop: EW-439
Washington, DC 20555

Telephone Number: (301) 492-7893"
7. In Section J - List of Attachments, Attachment No. 3 - NRC Form 187-Security/Classification Requirements is completed and attached.
8. All other terms and conditions of the bid remain the same.

SECURITY CLASSIFICATION REQUIREMENTS

THE DONOR, PROCESSOR, AND CITEE OF
NRCM 2101, NRC SECURITY PROGRAM,
AGREES TO BE BOUND BY THE CONTRACT,
SUBCONTRACT, OR OTHER AGREEMENT

COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE

1. REASON FOR REQUIREMENT	CONTRACT NUMBER OR OTHER IDENTIFYING NUMBER (Prime contract number must be shown for all SUBCONTRACTS)	PROJECTED COMPLETION DATE	2. THIS SUBMISSION IS See note below:	EFFECTIVE DATE
a. INVITATION FOR BID, REQUEST FOR PROPOSAL, OR REQUEST FOR QUOTE			<input checked="" type="checkbox"/> ORIGINAL	10/16/89
b. PRIME CONTRACT	NRC-21-89-348	10/16/91	<input type="checkbox"/> REVISED (Specify work and previous submissions)	
c. SUBCONTRACT				
d. OTHER (Specify)			<input type="checkbox"/> OTHER (Specify)	

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

CONTRACT NUMBER	DATE COMPLETED
-----------------	----------------

4a. NAME OF PRIME CONTRACTOR, OFFEROR, OTHER (Specify) Ann Riley and Associates, Ltd.			4b. NAME OF RESPONSIBLE SECURITY OFFICE U. S. Nuclear Regulatory Commission		
STREET ADDRESS 1612 K Street, N.W.			STREET ADDRESS Division of Security		
CITY Washington	STATE DC	ZIP CODE 20006	CITY Washington,	STATE DC	ZIP CODE 20555

5a. NAME OF SUBCONTRACTOR (Specify)			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
Verbatim reporting services for hearings, i.e., 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 United States.

7. PERFORMANCE WILL REQUIRE	YES	NO	TS	S	C	NSI	RD
a. ACCESS TO NRC FACILITIES ONLY	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b. ACCESS TO CLASSIFIED MATTER OR OTHER CLASSIFIED INFORMATION	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED DOCUMENTS		<input checked="" type="checkbox"/>					
d. GENERATION OF CLASSIFIED DOCUMENTS	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e. ACCESS TO CLASSIFIED COMSEC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION		<input checked="" type="checkbox"/>					
f. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY		<input checked="" type="checkbox"/>					
g. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM		<input checked="" type="checkbox"/>					
h. ACCESS TO NRC HEADQUARTERS, POSSESSION OF NRC PHOTO IDENTIFICATION OR CARD KEY BADGES		<input checked="" type="checkbox"/>					
i. OTHER (Specify)		<input checked="" type="checkbox"/>					

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:

BY: B. Paul Cotter, Jr.
Chief Administrative Judge, ASLBP

Mark J. Thym
CONTRACTING OFFICER (Signature)

NAME (Signature)

9. SECURITY CLASSIFICATION REQUIREMENTS

- ☐ a. GUIDANCE FURNISHED IN WRITING BY AUTHORIZED CLASSIFIER AND ATTACHED OR AS STATED IN 9c BELOW
- ☐ b. GUIDANCE FURNISHED IN WRITING BY DIVISION OF SECURITY AND ATTACHED OR 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 or automatic data processing system without the specific written approval of the Division of Security.

Subcontractors shall not be authorized access to sensitive unclassified or classified information without the approval of the Division of Security.

Additional security/classification requirements are contained in the body of this invitation for Bids.

10. CLASSIFICATION REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY

NAME OF AND TITLE OF POSITION OF AUTHORIZED CLASSIFIER

☒ (See Statement of Work)

☐ DIVISION OF SECURITY

11. REQUIRED DISTRIBUTION OF NRC FORM 167 (Check appropriate box(es))

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

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	<i>B. Paul Cotter, Jr.</i>	3/31/89
b. DIRECTOR, DIVISION OF SECURITY Raymond J. Brady	<i>Raymond J. Brady</i>	5/31/89
c. DIRECTOR, DIVISION OF CONTRACTS Edward L. Halman	<i>for Mark J. Halman</i>	6/1/89

REMARKS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE
SEP 18 1989

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

Four
6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, D.C. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TO ALL OFFERORS

(If)

9A. AMENDMENT OF SOLICITATION NO.

X

RS-ASB-39-348

9B. DATED (SEE ITEM 11)

08/16/89

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 11. 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 two 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)

N/A

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

(If) 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)

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

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

SEE ATTACHED

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)

Ann Riley, President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark J. Flynn

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

9-26-89

16B. UNITED STATES OF AMERICA

BY

Mark J. Flynn
(Signature of Contracting Officer)

16C. DATE SIGNED

9/18/89

THE PURPOSE OF THIS AMENDMENT NO. FOUR IS TO:

1. CONFIRM the date and time extension under Mailgram Amendment No. Three dated September 14, 1989 for receipt of bids as well as identify the Room Number that bids will be received. Therefore, the first sentence in Block No. 9 of SF-33 (Page 1) is deleted in its entirety and the following sentence is substituted in lieu thereof:

"Sealed offers for furnishing the supplies or services in the Schedule will be received at 7920 Norfolk Avenue, Room P-1011, 7920 Norfolk Avenue, Bethesda, Maryland until 1:30 P.M. Washington, DC local time on September 26, 1989."

2. REPLACE Attachment No. 1 in the solicitation entitled "Billing Instructions" dated 7/88 with a new Attachment No. 1 entitled "Billing Instructions" dated 8/89. The new Attachment No. 1 is attached and shall be made a part of the solicitation.

3. PROVIDE responses to four written questions submitted by clarifying or changing the solicitation as follows:

1. QUESTION: Is the cost of service for the option year included for purposes of calculating the 20% bid guarantee amount?

ANSWER: For service type contracts such as this requirement for verbatim reporting services, the 20% bid guarantee amount shall apply only to the two-year base period of performance. The one-year option period is not to be included in the 20% bid guarantee amount.

2. QUESTION: Regarding the delivery requirement for diskettes within Section F.4.2, are diskettes to be delivered within 2 calendar days if the transcript is ordered for a daily or a 5-day delivery?

ANSWER: Section F.4.2 is deleted in its entirety and revised to read as follows:

"2. Diskettes and Time of Delivery

The diskette delivery period shall be the same as the hard-copy (transcript) delivery period. Headquarter delivery requirements of all transcripts and any diskette orders are usually for a two-day delivery period. However, in accordance with C.3.14 of the Statement of Work, whenever diskettes are required, they will be specified in the Work Order."

3. QUESTION: Section F.2 fixes liquidated damages for late delivery at \$1.42 per page per day late. Section H.10 states that late transcripts will be paid at the rate consistent with actual delivery. Are these late delivery assessments intended to be cumulative, or are they intended to complement each other with the \$1.42 assessment applying if late delivery is longer than 5 days?

ANSWER: In the event of late delivery, payment will be made at the actual delivery rate minus the \$1.42 per page per day liquidated damage rate. Liquidated damages begin with the first day that the transcripts are late up to the date of actual delivery. For example, if a 100 page transcript was ordered at the two-day rate but not delivered until the fifth day, then the five-day rate will be paid for the transcript minus \$426.00 ($\$1.42 \times 100 \text{ pages} \times 3 \text{ days late} = \426.00).

4. QUESTION: Provide the total number of pages of transcripts sold to parties other than NRC during the current contract period.

ANSWER: Under the current contract, effective August 1, 1987, the number of pages sold up to June 30, 1989 is 171,246 pages.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION AND ITS AMENDMENTS ONE, TWO AND THREE REMAIN UNCHANGED.

REVISED 8/89

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U. S. Government Printing Office, 701 North Capitol Street, Washington, D.C. 20801.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, Mailstop P-902
Washington, D.C. 20555

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of SF 26 or Block 25 of SF 33, whichever is applicable.

REVISED 8/89

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

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

1. Contract number
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Project Officer's name and mailstop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U. S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U. S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

U S NUCLEAR REGULATORY COMMSN
CONTRACTS; MAIL STOP A R-2223
WASHINGTON DC 20555 144M

Western
Union Mailgram



1-0050081257 09/14/89 TWX ESL62892119 WHSA
0001 TDWX WASHINGTON DC

ANN RILEY AND ASSOCIATES LTD
ATTN: ANN RILEY
1612 K STREET N.W.
SUITE 300
WASHINGTON DC 20006

TO ALL OFFERORS
AMENDMENT NO. 3 TO RFP NO. RS-ASB-89-348 DATED AUGUST
16, 1989. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF
OFFERS IS EXTENDED FROM 1:30 P.M. SEPTEMBER 19, 1989
TO 1:30 P.M. SEPTEMBER 26, 1989. AMENDMENT NO. 4 TO
THIS SOLICITATION, WHICH WILL PROVIDE ADDITIONAL
INFORMATION RELATED TO THE REQUIREMENTS WILL BE ISSUED
ON OR ABOUT SEPTEMBER 18, 1989.
OFFERORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT BY
EITHER:

1. COMPLETING SECTION 14 OF THE SF 33 (COVER SHEET OF
SOLICITATION PACKAGE)
2. SIGNING AND RETURNING THIS MAILGRAM, OR
3. BY LETTER.

MARK J. FLYNN, CONTRACTING OFFICER
DIVISION OF CONTRACTS AND PROPERTY
MANAGEMENT

RECEIPT OF AMENDMENT NO. 3 TO SOLICITATION NO.

RS-ASB-89-348 IS HEREBY ACKNOWLEDGED.

9-26-89
(DATE)

Ann Riley & Associates, Ltd
(NAME)

12:16 EST

MGMCOMP

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. One		3. EFFECTIVE DATE 08/28/89		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Washington, DC 20555		CODE		7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) To all Offerors				(v) 9A. AMENDMENT OF SOLICITATION NO. RS-ASB-09-340			
				X 9B. DATED (SEE ITEM 11) 08/16/89			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> 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 <u>two</u> 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) N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
(v) 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 data, 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)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
1. Under Section 3.3 for Year One (Page 9), the estimated quantity of 11,532 pages for Item 1.b.iii. (Services - Regular Hours, additional copy of original, daily copy) is incorrect. The estimated quantity should read "111,532." The offeror shall therefore insert in its bid the correct number of "111,532" for the estimated quantity for Item 1.b.iii. 2. Section I.11, Provision No. 52.203-8 "Requirement for Certificate of Procurement Integrity" shall be deleted under Section I and shall be inserted, in lieu thereof, in Section K of the solicitation as Section K.21. All other terms and conditions of this solicitation shall remain the same. 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) Ann Riley, President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark J. Flynn			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 9-26-89		16B. UNITED STATES OF AMERICA BY Mark J. Flynn (Signature of Contracting Officer)		16C. DATE SIGNED 8/28/89	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. TWO		3. EFFECTIVE DATE 09/06/89		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
TO ALL OFFERORS				8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. X RS-ASB-39-348	
						9B. DATED (SEE ITEM 11) 03/16/89	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		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 two 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)

N/A

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

(W)	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)

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

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

Under Section 1.1 - NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE, the following contract provision is hereby incorporated by reference:

"52.249-4 APR 1964 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)".

All other terms and conditions of this solicitation shall remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Ann Riley, President</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark J. Flynn	
15B. CONTRACTOR OFFEROR <i>Ann Riley</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9-26-89	16B. UNITED STATES OF AMERICA BY <i>Mark J. Flynn</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/6/89

SOLICITATION, OFFER AND AWARD

Page 1 of 2 Pages

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-ASB-89-348	4. TYPE OF SOLICITATION (X) SEALED BID (IFB) () NEGOTIATED (RFP)
5. DATE ISSUED August 16, 1989	6. REQUISITION/PURCHASE REQ. NO. ASB-89-348	
7. ISSUED BY CODE U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1; P-1020 Washington, DC 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (including Express Mail) must be delivered to the address in Item 9	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers for furnishing the supplies or services in the Schedule will be received at 7920 Norfolk Avenue, Bethesda, Maryland until 1:30 P.M. Washington, DC local time on Sept. 19, 1989. Handcarried offers (including Express Mail) must be delivered to the address in this Item 9. NRC contractual personnel are available to accept handcarried offers between 7:30 a.m. and 4:15 p.m. Washington, DC local time during the Government's normal working days. Late submissions, modifications and withdrawals shall be handled in accordance with Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION:	A. NAME: CALL: Mrs. Helen Hagey	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-9449
----------------------	------------------------------------	--

X SEC	11. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

SOLICITATION, OFFER AND AWARD

Page 2 of 2 Pages

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 CALENDAR DAYS NONE % 20 CALENDAR DAYS NONE % 30 CALENDAR DAYS NONE % CALENDAR DAYS NONE %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
ONE	8-28-89	THREE	9-14-89
TWO	9-6-89	FOUR	9-18-89

15A. NAME AND ADDRESS OF OFFEROR: Ann Riley & Assoc. Ltd.
1612 K St. N.W.
Washington, D.C. 20006

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): Ann Riley
President

15B. TELEPHONE NO. (Include Area Code): (202) 293-3950

15C. CHECK IF REMITTANCE ADDRESS IS () DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: Ann Riley

18. OFFER DATE: 9-26-89

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED: 20. AMOUNT: 21. ACCOUNTING AND APPROPRIATION:

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 () 10 U.S.C. 2304(c) () () 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified): ITEM #25

24. ADMINISTERED BY CODE: (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE: U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
GOV/COM Accounting Section
Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print): 27. UNITED STATES OF AMERICA (Signature of Contracting Officer): 28. AWARD DATE

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

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OFFERORS/BIDDERS PLEASE NOTE:

You are requested to submit, in writing, any questions you may have regarding this solicitation to the attention of Mrs. Helen Hagey at the address as shown in Block No. 7 on page one of this solicitation. Depending upon the nature of the question(s), answers will be provided either directly by telephone to the requester only, or by amendment to the solicitation to all potential offerors. So as to not delay the procurement process, you are requested to submit any questions within two weeks before the bid due date.

An asterisk (*) within this solicitation means the information is to be incorporated by the Contracting Officer into any resultant contract.

This is a 100% Small Business Set-Aside Procurement. Please refer to Section I, Clause No. 52.219-6 - Notice of Total Small Business Set-Aside.

Refer to Section L for instructions, conditions and notices to offerors.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE I (JUNE 1988)

a. Brief description of work:

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

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only the NRC Project Officer or his duly authorized representative may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUNE 1988)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*____. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is ____*____. The Project Officer or his duly authorized representative may issue orders for work up to amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a. above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(End of Clause)

B.3 SUPPLIES OR SERVICES AND PRICES/COSTS

Upon receipt of a work order from the NRC Project Officer, the Contractor shall provide verbatim reporting services in accordance with Section C of this contract - Description/Specifications/Work Statement for a two-year period (with a one-year option) at the rates as set forth below. The Contractor will be responsible for all of the requirements as set forth herein for all methods of recording and at all of the locations. Travel expenses will be assumed by the Contractor.

(The remainder of this page intentionally left blank.)

FIRST YEAR

	Est. Qty.	Unit	Unit Price	Amount
1. SERVICES - REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	4,029	Pg	\$ <u>4.90</u>	\$ <u>19,742.10</u>
ii. 2-Day copy	41,960	Pg	\$ <u>5.25</u>	\$ <u>220,290.00</u>
iii. Daily copy	22,764	Pg	\$ <u>6.45</u>	\$ <u>146,827.80</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	400	Pg	\$ <u>.05</u>	\$ <u>20.00</u>
ii. 2-Day copy	21,474	Pg	\$ <u>.05</u>	\$ <u>1073.70</u>
iii. Daily copy	(AR) 111,532	Pg	\$ <u>.05</u>	\$ <u>5576.60</u>
2. SERVICES - NON-REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	903	Pg	\$ <u>4.90</u>	\$ <u>4424.70</u>
ii. 2-Day copy	3,557	Pg	\$ <u>5.25</u>	\$ <u>18674.25</u>
iii. Daily copy	1,094	Pg	\$ <u>6.45</u>	\$ <u>7056.30</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	120	Pg	\$ <u>.05</u>	\$ <u>6.00</u>
ii. 2-Day copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
iii. Daily copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
3. DISKETTES				
Furnish computer readable PC floppy diskette	15,835	Pg	\$ <u>No charge</u>	\$ <u>No charge</u>
4. CASSETTE TAPES				
Furnish the typed original of records from NRC-furnished tapes	675	Pg	\$ <u>3.00</u>	\$ <u>2025.00</u>
TOTAL AMOUNT FOR YEAR ONE.....				\$ <u>425,726.45</u>

SECOND YEAR

	Est. Qty.	Unit	Unit Price	Amount
1. SERVICES - REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	4,029	Pg	\$ <u>4.90</u>	\$ <u>19,742.10</u>
ii. 2-Day copy	41,960	Pg	\$ <u>5.25</u>	\$ <u>220,290.00</u>
iii. Daily copy	22,764	Pg	\$ <u>6.45</u>	\$ <u>146,827.80</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	400	Pg	\$ <u>.05</u>	\$ <u>20.00</u>
ii. 2-Day copy	21,474	Pg	\$ <u>.05</u>	\$ <u>1,073.70</u>
iii. Daily copy	111,532	Pg	\$ <u>.05</u>	\$ <u>5,576.60</u>
2. SERVICES - NON-REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	903	Pg	\$ <u>4.90</u>	\$ <u>4,424.70</u>
ii. 2-Day copy	3,557	Pg	\$ <u>5.25</u>	\$ <u>18,674.25</u>
iii. Daily copy	1,094	Pg	\$ <u>6.45</u>	\$ <u>7,056.30</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	120	Pg	\$ <u>.05</u>	\$ <u>6.00</u>
ii. 2-Day copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
iii. Daily copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
3. DISKETTES				
Furnish computer readable PC floppy diskette	15,835	Pg	\$ <u>no charge</u>	\$ <u>no charge</u>
4. CASSETTE TAPES				
Furnish the typed original of records from NRC-furnished tapes	675	Pg	\$ <u>3.00</u>	\$ <u>2,025.00</u>
TOTAL AMOUNT FOR YEAR TWO.....				\$ <u>425,726.45</u>
TOTAL AMOUNT FOR YEARS ONE AND TWO.....				\$ <u>851,452.90</u>

OPTIONAL THIRD YEAR

	Est. Qty.	Unit	Unit Price	Amount
1. SERVICES - REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	4,029	Pg	\$ <u>4.90</u>	\$ <u>19,742.10</u>
ii. 2-Day copy	41,960	Pg	\$ <u>5.25</u>	\$ <u>220,290.00</u>
iii. Daily copy	22,764	Pg	\$ <u>6.45</u>	\$ <u>146,827.80</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	400	Pg	\$ <u>.05</u>	\$ <u>20.00</u>
ii. 2-Day copy	21,474	Pg	\$ <u>.05</u>	\$ <u>1073.70</u>
iii. Daily copy	111,532	Pg	\$ <u>.05</u>	\$ <u>5576.60</u>
2. SERVICES - NON-REGULAR HOURS				
a. Furnish the typed original of records of hearings to the NRC				
i. 5-Day copy	903	Pg	\$ <u>4.90</u>	\$ <u>4424.70</u>
ii. 2-Day copy	3,557	Pg	\$ <u>5.25</u>	\$ <u>18,674.25</u>
iii. Daily copy	1,094	Pg	\$ <u>6.45</u>	\$ <u>7,056.30</u>
b. Furnish additional (duplicated) copy of original				
i. 5-Day copy	120	Pg	\$ <u>.05</u>	\$ <u>6.00</u>
ii. 2-Day copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
iii. Daily copy	100	Pg	\$ <u>.05</u>	\$ <u>5.00</u>
3. DISKETTES				
Furnish computer readable PC floppy diskette	15,835	Pg	\$ <u>no charge</u>	\$ <u>no charge</u>
4. CASSETTE TAPES				
Furnish the typed original of records from NRC-furnished tapes	675	Pg	\$ <u>3.00</u>	\$ <u>2025.00</u>
TOTAL AMOUNT FOR OPTIONAL YEAR THREE.....				\$ <u>425,726.45</u>
GRAND TOTAL AMOUNT FOR YEARS ONE AND TWO AND OPTIONAL YEAR THREE.....				\$ <u>1,277,179.35</u>

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

C.1. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) requires reporting services for a variety of meetings, hearings and oral arguments throughout the United States including Alaska and Hawaii, and Puerto Rico, Guam and any U.S. protectorate before Boards of the Atomic Safety and Licensing Board Panel (ASLBP) and the Atomic Safety and Licensing Appeal Board (ASLAP); meetings of the Advisory Committee on Reactor Safeguards (ACRS) and Advisory Committee on Nuclear Waste (ACNW); investigative interviews of the Offices of Investigations (OI) and Inspector General (IG), out-of-town meetings of Commissioners in compliance with the Government in the Sunshine Act; and other meetings or workshops for NRC Offices of Administration (ADM), Information Resources Management (IRM), Governmental and Public Affairs (GPA), Nuclear Reactor Regulation (NRR), the General Counsel (OGC), Analysis and Evaluation of Operational Data (AEOD), Personnel (OP), Nuclear Material Safety and Safeguards (NMSS), and other offices or any successor to these offices, as required. The in-town requirements of the Office of the Secretary are excluded from this requirement.

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 the entire NRC 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 ACRS and other meetings is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. At ACRS meetings, there are frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, often extremely informal, portions of which may be highly sensitive or of a confidential nature. Personnel security interviews conducted by the Office of Administration's Division of Security, and investigations by the Offices of Investigations and Inspector General 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 sometimes require multiple, simultaneous reporting. Multiple, simultaneous reporting is also required for NRC telephone conference calls. Most of the hearings are conducted at various locations throughout the contiguous United States.

(End of Clause)

C.2 DEFINITIONS

1. Employment agreement: An agreement which creates an employer/employee relationship between a business entity ("organization") and an individual in which the parties agree that, in exchange for services rendered within a specified tour of duty as determined (and controlled) by the organization, the organization shall pay specified wages or salary to the individual and possibly fringe benefits such as health insurance. Additionally, the organization is responsible for the withholding of social security and necessary Federal/State employment taxes from the base salary of the employee.
2. Consecutive hearing days: Days in which hearings take place which are separated only by Saturdays, Sundays, or Federal holidays.
3. Non-consecutive hearing days: Days in which hearings take place which are separated by days other than Saturdays, Sundays, or Federal holidays.
4. Duplicated: Shall include duplication by various processes including photocopy, multiple computer printout, etc.
5. Headquarters: Commission offices located in Bethesda and Rockville, Maryland.
6. Hearings: May include, but are not limited to, any and all types of proceedings conducted by the NRC, whether open to the public or closed. For example, hearings include adjudicatory proceedings, investigative interviews, industry conferences, committee meetings, multiple-party telephone conferences, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any proceedings deemed necessary by the Commission.
7. Presiding Officer: Unless some other person is so designated in the work order, the Presiding Officer means the NRC person who presides, chairs, or regulates the proceeding which is being reported.
8. Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 8:30 a.m. the following day (local time at

the place of proceeding) Monday through Friday; they include all hours on Federal holidays, Saturdays, and Sundays.

9. Regular Hours: Those hours between 8:30 a.m. and 6:00 p.m. (local time at the place of the proceeding) Monday through Friday, excluding legal Federal holidays.
10. Session: A reporting unit or part of a hearing for which a hearing transcript is required.
11. Verbatim Reporting: The reporting of verbatim spoken words recorded by the reporter at hearings by means of notes, stenomask, directly recorded dictation or monitored direct recording, and the typed reproduction thereof.
12. Subcontract: Any agreement (other than one involving an employer/employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the original contract or subcontract.
13. Commission Meetings: Any meeting of one or more of the NRC Commissioners outside the Washington, D.C. metropolitan area.

(End of Clause)

C.3 SCOPE OF WORK

The Contractor shall furnish verbatim reporting services for hearings at various locations throughout the United States or as specified in C.1 as may be required to be reported for the NRC Headquarter's offices. 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 (1) certain out-of-town closed meetings of the Commissioners and (2) a proceeding selected by the NRC Project Officer for computer-assisted video display and transcription. 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/or diskettes furnished under this contract, or copies thereof. The Commission also reserves the right to place copies of transcripts and/or diskettes furnished under this contract in its Public Document Room in Washington, D.C. and 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 and/or diskettes 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, with or without prior notice to the Contractor.

The Contractor agrees to furnish the services set forth herein when ordered by the Commission at the rates specified in Section B. 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.3.1. 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, diskettes, and copies thereof in accordance with the requirements of this contract. The assigned reporter appearing at any session shall perform all work in a businesslike manner and according to the standards of the reporting profession. The reporter shall be properly attired consistent with professional protocol and shall conform to the standards set forth in the statement of work.
- C.3.2. Supervision: The assigned reporter shall at all times be governed by the instructions of the Presiding Officer in matters affecting the composition of the record.
- C.3.3. Reporting: The assigned reporter shall report to the hearing facility no less than 45 minutes prior to the scheduled commencement of a hearing and present himself/herself to the Presiding official in order to receive any pertinent instructions from the Presiding Official, and to install and have any necessary equipment fully operational prior to the time set for commencement of the hearing. To the maximum extent practical, when requested by the Presiding Official, the Contractor shall assign the same reporter or, in the case of lengthy hearings the same group of reporters, to hearings lasting more than one (1) day.

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

It shall be the responsibility of the Contractor to

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

Microphones must be accessible to all persons speaking at a proceeding. Therefore, the Contractor shall provide capacity to transcribe persons not in the vicinity of a fixed microphone, such as cordless portable microphone(s) or stenomask enhancement. The Contractor shall use a surface mounted supercardioid microphone (such as a Crown PCC-160 phase coherent microphone, or equal) for investigative interviews whenever an electronic recording is used.

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

C.3.4. Recess: The reporter should inform the Presiding Officer to obtain clarification when there is inaudible testimony, equipment malfunction, etc. This is not intended to give a reporter carte blanche authority to interrupt the hearings on a frequent basis. However, in the case of ACRS, ACNW, and out-of-town Commission meetings, no such interruption will be allowed. The Contractor shall have equipment which will not cause disruption of a meeting if the person reporting the proceedings is replaced.

C.3.5. Accuracy: If electronic recording devices are used, they must be of such quality as to insure against error, misinterpretation, or loss of voice. Equipment must be continuously operator monitored and include four separate tracks so as to permit separate transcription of simultaneous conversation, listening, 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. Backup tapes are required for all reporting sessions.

Where errors attributable to the Contractor's performance

appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspellings if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for "the," etc.) the Commission may demand and the Contractor shall correct the errors and furnish corrected transcripts as soon as possible but not later than three (3) business days after receipt of notification and will be paid at a reduced rate set forth in Section H., "Late or Defective Delivery." Improperly bound or organized transcripts will be construed to change the meaning of the transcript and may be rejected. All diskettes shall conform to the quality and content of the requirements of this contract. Corrections to the transcript of a proceeding must be made on the corresponding diskette. Acceptance of corrected transcripts and/or diskettes 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 including the type of correction(s) and the affected page number(s). Payment of corrected transcripts shall be made in accordance with Section H. "Late or Defective Delivery."

- C.3.6 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 a form to be approved by the Project Officer, substantially as follows:

"This is to certify that the attached proceedings before the United States Nuclear Regulatory Commission

in the matter of:

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

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

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

C.3.7 Format:

- a. Transcripts: Transcripts shall be typed with black one-time carbon ribbons or equal on white 20-pound rag bond or equal. The original of all transcripts shall be furnished to the Commission. Paper shall be 8-1/2 x 11 inches in size, with a margin of 1-3/4 inches at the left-hand side and a margin of 3/8 inch at the right-hand side. Paper to be used will be subject to approval by the Commission. Typing shall be ten (10) spaces to the inch, double-spaced, using one of the following IBM or equal type styles: Courier 10, Prestige Elite, Pica 10, or Letter Gothic, samples of which are furnished as an attachment (see Section J.) Use of "or equal" type faces will be subject to the approval of the Commission. Only one type element may be used in a single transcript. Whenever testimony is continuous, requiring more than one line, the typing shall begin as close as possible to the left marginal line. Words shall be properly hyphenated when necessary. The per page rate set forth in Section B will be paid for the title page and index page(s) and for all pages containing 25 lines of transcription. There will be no payment for Disclaimer or Authentication page. 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, description for which follows) 140-pound index paper, No. 1 sulphite paper, or similar material approved by the Commission. Red covers shall not be used. Cover markings shall include a statement, when appropriate, that the contents are of an in-camera, proprietary nature, in which case a yellow cover shall be used. Each transcript shall also have a title page. The cover and title page shall show general information such as an identification of the U.S. Nuclear Regulatory Commission, the nature of the proceeding (e.g., Commission Meeting, Atomic Safety and Licensing Board Proceeding, Advisory Committee on Reactor Safeguards Meeting, Office of Investigations, etc.), name of proceeding, location, date, number of pages, page range and, when applicable, the docket number. In the case of Commission meetings the title page shall also show the title of the meeting, indicate "COMMISSION MEETING" and either "PUBLIC MEETING," or "CLOSED MEETING"

(for closed meetings, the page shall also indicate the exemption number(s), the place, date, and starting time). The title page shall list the Commissioners present as well as members of the staff and presenters seated at the Commission table.

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

C.3.8 Legibility: The original transcript and all machine-reproduced copies supplied by the Contractor must be clearly legible and machine reproducible. Duplicated copies shall be on white 20-pound paper or equal. In the event the Commission or Presiding Officer finds one or more copies to be illegible or unreproducible, the

Contractor agrees to correct same or replace with acceptable copies within three (3) business days after receipt of notification. Payment for corrected or replacement copies shall be made at the reduced rate in accordance with Section H, "Late or Defective Delivery."

- C.3.9 ACRS Disclaimer: Transcripts for ACRS and ACNW meetings shall include a disclaimer page inserted as the first page (unnumbered) as follows:

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

or

ADVISORY COMMITTEE ON NUCLEAR WASTE

(DATE)

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

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

C.3.10 Exhibits

- a. Exhibits in connection with adjudicatory proceedings shall be submitted to the reporter at the hearing in an original and two copies. All exhibits shall be marked by the reporter 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. The markings shall indicate clearly by whom the exhibits were offered and in the manner in which they were received (Evidence, Identification, etc.). Exhibits to be stamped with a rubber stamp (see attachment listed in Section J). The Contractor shall use black ink for stamp pads and for pens used in marking exhibit(s). Such documents shall not be bound into the record unless the Presiding Officer so directs; the Presiding Officer may, at his discretion, direct that such documents be read or copied into the record in part or in full. The Contractor shall arrange exhibits in numerical order, in each series, properly labeled and secured. Absence of an exhibit for any

reason shall be noted on a memorandum together with the name of its custodian. Errors in numbering shall also be noted by a memorandum.

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

- b. Exhibit(s) shall be indexed in four columns: the first column, headed "Offeror's Affiliation, i.e., Intervenor, Staff, Applicant," etc., shall contain the number of the exhibit; the second column shall be headed "Description"; the third column headed "For Identification" shall contain the number of the page at which such exhibit(s) are marked for identification; and a fourth column shall contain the number of the page at which such exhibit(s) are received in evidence. In the event that any exhibit is withdrawn or substitution therefor made, the index shall reflect the exhibit number, the action taken, and the page number upon which such action is recorded.
- c. Exhibit(s) referred to in a transcript shall be numbered in a single series of consecutive numbers for the NRC and a single series of consecutive numbers for each of the other parties to the proceeding who have introduced exhibit(s). Such single series of the consecutive numbers shall be used for an entire proceeding; regardless of the number, duration, or place of proceeding, or as directed by the Presiding Officer. The single series of consecutive numbers shall include all exhibit(s), whether marked for identification and not introduced without previous marking for identification or whether marked for identification and later introduced.
- d. Until submitted to the Office of the Secretary, 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 Clause No. 52.243-1, "Changes."
- e. Unless otherwise directed 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.

The Contractor shall promptly 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 the hearing, the Contractor shall send a letter to the Office of the Secretary, Board Chairman and the Project Officer identifying each missing exhibit.

- f. The Presiding Officer may designate whether each set of exhibit(s) are to be bound in a separate binding of a different color than the transcript (to be approved by the Commission). The Presiding Officer may require the Contractor's reporter to bind the exhibit(s) at the place of the proceeding.
- C.3.11 Postponements: If an adjudicatory proceeding has been noticed for hearing and is called but not held at the time and place indicated in the notice, a record shall nevertheless be written with a title page and list of the persons desiring to record their appearances, together with a memorandum of the date, hour, and place at which the hearing was called and a statement showing the action taken. If the Presiding Officer or other official is present and an official reason is stated why the hearing was not held as scheduled, such reason shall be included in the record. If no official reason is stated, the reporter shall, before transcribing the record, ascertain from the Presiding Officer, other hearing official, or the Counsel for the Commission or its staff, the reason why such hearing was not held as scheduled and insert such statement and identify the individual source in the record to be transcribed. The Contractor shall be paid for each page involving a postponement in accordance with the contract schedule for the type of delivery ordered.
- C.3.12 Cancellation of Hearings: In the event a hearing is cancelled, the Commission will notify the Contractor as soon as the cancellation becomes known. Within the Washington, D.C. metropolitan area if less than two hours' notice is given, a guaranteed minimum payment will be made as specified in Section H, "Late or Defective Delivery." For those proceedings scheduled to begin before 10:00 a.m., notification will be given prior to 5:00 p.m. of the preceding calendar day.
- C.3.13 Transcription of Tapes: The NRC may, from time to time, require the Contractor to transcribe standard cassette tapes furnished by the Project Officer. The transcript format shall be in accordance with Section C.3. entitled "Format."

- C.3.14 PC Floppy Diskette of Hearings: When required by the Commission, the Contractor shall furnish a computer readable PC floppy diskette of the official transcript. This PC diskette shall have identical pagination and content of the original printed transcript (excluding line number) and conform to the following specifications:
- a. The PC floppy diskette shall be IBM compatible.
 - 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 numbers in the proper sequential order.
 - c. Each diskette shall be clearly labeled to identify the transcript by title of meeting, docket number, if applicable, date and page numbers. Only one day's transcript(s) shall be placed on a diskette.
 - d. Diskettes will not be required for closed sessions.
 - e. All PC diskettes shall be delivered in pure ASCII format.
 - f. Diskettes shall be 5-1/4 inch.
 - g. Exhibits/inserts will not be on diskette.
 - h. Diskettes will be paid on gross page basis, i.e., pages containing less than 25 lines shall be paid in full.
 - i. Each diskette shall be created with a computer file name with the following format:
 1. The first two characters of the file name shall be the first two characters of the case name, i.e., Shoreham - SH
 2. The next six characters shall be the date of the proceeding, i.e., December 15, 1988 - 881215.
 - j. If the official printed transcript is not created from the diskette, the production of the diskette from the printed copy must include appropriate key verification, proofreading, editing, and/or updating to assure 100% text equivalency on a page-by-page, line-by-line basis.
 - k. The delivery requirement for diskettes will be indicated on work orders issued hereunder.

(End of Clause)

C.4. WORK ORDERS

Orders for services required hereunder will be placed or issued by the Contracting Officer or his authorized representatives at least 48 hours before the start of a hearing. However, within the Washington, D.C. metropolitan area, the Government reserves the right to require the Contractor's reporter to be at the proceeding site within two hours after notification by the Contracting Officer or his duly authorized representatives. Work orders will normally be oral and will be confirmed in writing. Work orders will state the time, date, place of the hearing, the type of hearing, Presiding Officer and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or diskettes required, the delivery schedule, pagination instructions to assure the continuation of pagination when applicable, in-camera or sensitive material instructions, special delivery and packaging and marking instructions, if any, including names and addresses of recipients for hand or mail delivery. The name of the person placing the order with the date and other pertinent information will be included in the work order. The Contractor's representative will acknowledge receipt of each written work order by signing in duplicate and entering date and time received at an NRC Headquarters designated address.

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

The Contractor shall refer to Clause No. 52.216-18, "Ordering" for additional terms and conditions.

(End of Clause)

NOTE: The Contractor shall refer to:

- Section D for packing and marking requirements
- Section E for inspection and acceptance requirements
- Section F for delivery and performance requirements
- Section G for contract administration requirements
- Section H for special contract performance requirements
- Section I for contract clauses
- Section J for attachments to this contract

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The Contractor shall package material for shipment to the NRC in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided, the Contractor's name, work order number, and content, e.g., "Hearing Transcripts," "Investigative Interviews," "ACRS Meeting Transcripts," as applicable.

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.

Two copies of a transmittal sheet shall accompany all delivered material, clearly identifying each item being delivered. Each transmittal sheet will be signed upon receipt by a Project Officer or other assigned person indicating date and time of delivery. In the case of field delivery of a transcript, one signed copy of the delivery receipt shall be transmitted to the Project Officer at NRC Headquarters.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52 246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Preliminary inspection and acceptance of the materials and services set forth herein shall be made by the receiving party at the location specified in the Work Order, but final inspection and acceptance shall be made by the Contracting Officer or his authorized representatives.

Acceptance or rejection of deliverable items shall be made by the Contracting Officer or authorized representatives within thirty (30) calendar days after receipt of deliverable items from the Contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received as soon as possible but not later than three (3) business days after receipt of notice of rejection and will be paid at a reduced rate according to the Schedule set forth in Section H, "Late or Defective Delivery." Final acceptance shall be made only after the work has been corrected to the extent it conforms to the specifications contained herein.

Diskettes will be rejected within thirty (30) calendar days of receipt when they fail to conform to the accuracy specified in Section C.3. entitled "Accuracy." The Contractor shall correct or replace the diskettes as soon as possible but not later than three (3) business days after receipt of the faulty diskette and will be paid at a reduced rate according to the Schedule set forth in Section H, "Late or Defective Delivery." Final acceptance shall be made only after the work has been corrected to the extent it conforms to the specifications contained herein.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.247-34	APR 1969	F.O.B. DESTINATION
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(End of Clause)

F.2 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR
RESEARCH AND DEVELOPMENT (FAR 52.212-4) (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$1.42 per page.

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

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default--Supplies and Services clause in this contract.

(End of Clause)

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE IV (JUNE 1988)

The ordering period for this contract shall commence on ____*____ and will expire on ____*____. Any orders issued during this period shall be completed within the time specified in the order,

unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional twelve month period.

(End of Clause)

F.4 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

1. Sale of Copies Report and Time of Delivery

A report summarizing sales of copies of transcripts to parties other than NRC (Reference Section H - Sale of Copies) shall be submitted on a quarterly basis, within 15 days following the end of the reporting quarter. Refer to the Section below for places of delivery. The report is to be submitted in the following format:

Number of Transcripts Sold to Other Parties	Total Number of Pages	Total Dollar Amount Received
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2. Diskettes and Time of Delivery

Delivery of diskettes shall be made within two (2) calendar days of the hearing date at Headquarters, as specified in individual work orders. Daily delivery diskettes may be requested at hearing site and will be specified in the work order. No extension to delivery of diskettes will be allowed because of evening sessions or holidays.

3. Transcripts and Time of Delivery

A. Five-day and Two-day Copy

When the Contractor is directed to deliver copy as specified in the work order, delivery of the record of the hearing shall be deemed to have been effected when the required number of transcripts of the hearing are delivered to the recipients designated in the work order. Unless a later time is stipulated in the work order, delivery shall be as follows:

a. For five-day, by 8:30 a.m. on the fifth business day after each daily recess of the hearing including the final day of the hearing (e.g., transcripts for proceedings held on Monday shall be delivered by 8:30 a.m. the following Monday; transcripts for proceedings held on Friday shall be delivered by 8:30 a.m. the following Friday).

b. For two-day, by 8:30 a.m. the second business day after each daily recess of the hearing including the final day of the hearing (e.g., transcripts for proceedings held on Monday shall be delivered by 8:30 a.m. the following Wednesday; transcripts for proceedings held on Friday shall be delivered by 8:30 a.m. the following Tuesday).

B. Daily Copy

When the Contractor is directed to deliver daily copy as specified in the work order, delivery of the record of each day's hearing shall be deemed to have been effected when:

a. If the hearing is scheduled to continue the following day, the original and required number of copies of the transcripts are delivered to recipients designated in the work order at the hearing site or other places (within a fifteen mile radius of the hearing site) as directed by recipients by 8:30 a.m. of the next business day following the hearing. (Note: In the event the sequence of the hearing continues from a Friday to a Saturday, Saturday will be deemed a business day for purpose of delivery); or

b. If the hearing is not scheduled to continue the following day, the original and required number of copies of the transcript are delivered to those recipients designated in the work order who are present at the hearing site or other place(s) (within a fifteen mile radius of the hearing site) as directed by said recipients by 8:30 a.m. of the day following the hearing; or

c. If the recipients have left the hearing site or other place within a fifteen mile radius of the hearing site and the hearing is not scheduled to continue the following day, delivery to the recipients will be designated in the work order at such time and place as directed. However, delivery must be made not later than 8:30 a.m. the second business day after the last day's hearing. This includes sending transcripts directly to Board members not stationed at Commission Headquarters by overnight delivery service when requested by the Board Chairman. If overnight delivery service is not available, the most expeditious type of public or commercial service shall be used. The Contractor shall notify recipients of delivery method to be used.

NOTE: For those site locations where daily copy to designated NRC Headquarters locations is impracticable, copies required for delivery to NRC Headquarters will be ordered on a 2-day copy basis, as required. Such multiple delivery will be specified on the work order.

C. Evening Sessions

If any hearing for which daily copy has been requested is in session after 6:00 p.m. of any day, the Contractor shall deliver that portion of the transcript which would reflect the session:

a. Prior to 6:00 p.m., by 8:30 a.m. of the following day.

b. After 6:00 p.m. (evening session), within 15 hours after the close of each session.

No extension of time will be allowed for two-day, or five-day delivery because of evening sessions.

D. Daily Copy Outside the Washington DC Metropolitan Area

If the time for delivery falls on a Sunday or on a legal Federal holiday, delivery shall be completed on the following business day at the same hour as delivery would have been received had the delivery day not fallen on Sunday or a legal Federal holiday.

E. Daily Copy Within the Washington, DC Metropolitan Area

When the Contractor is directed to deliver daily copy as specified in Section B, delivery of the record of the proceeding shall be deemed to have been effected when the required number of transcripts of the day's proceedings are delivered to the recipient designated in the work order by 8:30 a.m. on the next business day following the proceeding (e.g., transcripts for proceedings held on Monday shall be delivered by 8:30 a.m. on Tuesday, transcripts for proceedings held on Friday shall be delivered by 8:30 a.m. the following Monday; except, for those proceedings scheduled in the work order to continue on Saturday, the transcript for the Friday session shall be delivered by 8:30 a.m. on Saturday. The transcript for Saturday's session shall be delivered by 8:30 a.m. on the following Monday).

(End of Clause)

F.5 PLACE OF DELIVERY FOR ORDERED ITEMS

Delivery of ordered items shall be made to the hearing site or other place within a fifteen (15) mile radius of the hearing site designated in the work order. When so specified on the work order, delivery shall be made to NRC offices located in Bethesda and Rockville, Maryland. Multiple deliveries will be specified on each work order as required. All costs associated with delivery shall be at the expense of the Contractor.

(End of Clause)

F.6 PLACE OF DELIVERY FOR SALE OF COPIES REPORTS

The Sale of Copies Report to be furnished as set forth herein shall be delivered, with all charges paid by the Contractor to:

a. Project Officer (One copy)

U.S. Nuclear Regulatory Commission
Attn: _____*
Mail Stop _____*
Washington, DC 20555

b. Contracting Officer (One copy)

U.S. Nuclear Regulatory Commission
Contract No. _____*

Attn: _____
Contract Administration Branch
Washington, DC 20555

SECTION G - CONTRACT ADMINISTRATION DATAG.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE I (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ____ *

Address: ____ *
____ *
____ *
____ *
____ *
____ *

Telephone Number: ____ *

b. The Project Officer is responsible for:

1) Placing Delivery Orders for items required under this contract.

2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

3) Inspecting and accepting products/services provided under the contract.

4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 REMITTANCE ADDRESS (MAR 1987)

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

Name: _____

Address: _____

(End of Clause)

G.3 BILLING INSTRUCTIONS

The Contractor shall refer to Section J for the attachment entitled "Billing Instructions."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY (JUNE 1988) (OMB CLEARANCE NUMBER 3150-0112)

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

b. 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.

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

the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

d. Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

e. 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.

f. 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.

g. 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.

h. Criminal Liabilities. It is understood that 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, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

i. 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.

j. 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 assign classifications to all such documents, material, and equipment in accordance with classification

guidance furnished by the Contractor.

(End of Clause)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-0112) (JUNE 1988)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

b. Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

c. Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

2) The Contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement must include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports,

studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

- (i) Use this information for any private purpose until the information has been released to the public;
- (ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;
- (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or
- (iv) Release the information without prior written approval by the Contracting Officer unless the information has previously been released to the public by the NRC.

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

f. Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

g. Remedies. For breach of any of the above restrictions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

h. Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

(End of Clause)

H.3 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (JUNE 1988)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 76-553 (Rev. 12) dated 04/06/88 which is attached (See Section J for List of Attachments).

(End of Clause)

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUNE 1988)

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

(End of Clause)

H.5 SITE ACCESS BADGE REQUIREMENTS (JUNE 1988)

During the life of this contract, the rights of ingress and egress for contractor personnel shall be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer will assist the Contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the Contractor to insure that each employee has proper identification at all times. All prescribed identification shall be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure the safeguarding of any Government records or data that contractor personnel may come into contact with. Adherence with special requirements for Foreign Nationals, in accordance with NRC Manual Chapter 2101, Part VII.C is the responsibility of the Contractor.

(End of Clause)

H.6 CONTRACT PERSONNEL SECURITY REQUIREMENTS

Performance under this contract will involve access to information requiring a "Q" personnel clearance. The contract will also involve access to Restricted Data. Personnel Security Clearances shall be processed and granted in accordance with NRC Manual Chapters 2101, 2301, 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.

(End of Clause)

H.7 SECURITY CLASSIFICATION

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 187 (See Section J - Attachments.)

Notwithstanding the provisions of Section H - 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.

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.

If, subsequent to the date of this contract, the security level under the contract is changed by the Commission and such change causes an increase or decrease in the estimated cost or the time required for performance under the contract, the contract cost, delivery schedule, or both and any other provisions of the contract that may be affected, shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under Clause 52.243-1 "Changes."

(End of Clause)

H.8 COPIED MATTER

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

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

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

(End of Clause)

H.9 CONTRACTOR EXPENSES

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

(End of Clause)

H.10 LATE OR DEFECTIVE DELIVERY

If the Contractor fails to make delivery within the times as directed, fails to furnish transcripts or other services in accordance with the provisions of Sections B, C, E and F herein, or fails to correct promptly upon notice material deemed by the NRC Project Officer to be illegible or defective, payment will be at the applicable price as specified in Section B for the actual delivery of acceptable copy.

- a. If daily copy is not delivered by the time specified herein, payment shall be made for such copy at the 2-day rate.
- b. If daily copy is not delivered in two days, payment shall be made for such copy at the 5-day rate.
- c. If a two-day delivery is not delivered by the time specified herein, payment will be made at the 5-day rate.

NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO ABROGATE THE PERFORMANCE REQUIREMENTS OF THIS CONTRACT OR TO PERMIT THE CONTRACTOR OR HIS REPRESENTATIVE TO FAIL TO PERFORM OR TO DELAY IN PERFORMING ANY DUTIES OR RESPONSIBILITIES UNDER THIS CONTRACT. FAILURE TO FURNISH A REPORTING SERVICE OR DELINQUENCY IN THE DELIVERY OF A TRANSCRIPT IS A DEFAULT, AND SUBJECTS THE CONTRACTOR TO THE DEFAULT PROVISION OF THIS CONTRACT (CONTRACT CLAUSE 52.249-8, DEFAULT (FIXED PRICE SUPPLY AND SERVICE)). ALL REMEDIES STATED IN THIS CONTRACT ARE CUMULATIVE. ACCEPTANCE OF LATE DELIVERIES, ASSESSMENT OF LIQUIDATED DAMAGES, AND SIMILAR ACTIONS BY THE GOVERNMENT SHALL NOT DETRACT FROM OTHER REMEDIES SUCH AS TERMINATION FOR DEFAULT, AVAILABLE UNDER THIS CONTRACT OR BY LAW.

(End of Clause)

H.11 GUARANTEED MINIMUM

The Contractor shall be paid a minimum of \$100.00 per day per person for attendance at hearings outside the Washington, D.C. metropolitan area. The Contractor shall be paid a minimum of \$50.00 per day per person for attendance at hearings within the Washington, D.C. metropolitan area. The guaranteed minimum will not be paid when transcripts ordered at rates quoted herein equal or exceed the guaranteed minimum. In the event the Commission elects to dispense with a transcript regardless of how many hours

the hearings have taken, the Commission agrees to pay only the daily minimum established above for such day.

In the event that the transcripts and/or diskettes furnished to the Commission do not exceed the guaranteed minimum, the Contractor shall receive payment for the transcripts taken plus the difference between the costs for actual transcript taken and the applicable guaranteed minimum.

The Commission reserves the right to cancel a hearing without any penalty charges provided the Contractor is given proper notice as specified in Section C.3. entitled "Cancellation of Hearings." If proper notice is not given, the guaranteed minimum will apply.

If, after presenting himself/herself to the Presiding Officer or other person in charge at the scheduled time and place of a hearing, the Contractor is notified that the hearing has been postponed or cancelled, the Contractor will be paid the guaranteed minimum rate and will be reimbursed for reasonable, per person, per day expenses incurred by the Contractor incident to attendance, in amounts not to exceed the cost limitations determined by the Federal Travel Regulations, in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the United States including Alaska and Hawaii, and Puerto Rico, Guam and any protectorate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. The Contractor can obtain the Regulations from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

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

(End of Clause)

H.12 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.

(End of Clause)

H.13 FAILURE OF CONTRACTOR TO APPEAR

If the Contractor does not appear at the place and time specified for a hearing after being notified in accordance with Section 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 expenses incurred on account thereof. The Commission may deduct such expenses from any sum otherwise due the Contractor.

(End of Clause)

H.14 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 duplicated copy pages sold to parties other than NRC, the total number of pages and the total amount received (See Section F - Sale of Copies Report and Time of Delivery).

The Contractor is not authorized to give or sell copies of transcripts or portions thereof or disclose or duplicate any information or materials developed and/or used in the preparation of the transcript of any closed, sensitive, investigative or in-camera sessions to any person or party without the written approval of the Contracting Officer.

(End of Clause)

H.15 RESTRICTIONS ON DISCLOSURE

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

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

(End of Clause)

H.16 MATERIALS

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

(End of Clause)

H.17 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 required 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 effect in any way the Contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

(End of Clause)

H.18 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.

(End of Clause)

H.19 RETENTION OF EXEMPT MATERIAL

a. 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 and/or diskette received under the terms of this contract.

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

c. Final Delivery and Restriction: The Contractor further 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 herein, shall be held by the Contractor subject to the authority and control of the Commission until the expiration of the contract at which time they shall be delivered to the Commission. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract. In the case of investigative interviews, all related materials used to produce the transcript shall be returned with the transcript delivery as requested in the work order.

(End of Clause)

H.20 PROPRIETARY DATA AND CONFIDENTIAL INFORMATION

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

grounds for termination of this contract.

(End of Clause)

H.21 PERFORMANCE BOND

Within ten (10) days after receipt of required forms to be furnished by NRC, the Contractor shall execute and deliver to the Nuclear Regulatory Commission, a bond for the faithful performance of the contract in the sum of one hundred thousand dollars (\$100,000.00) in a form and in sureties to be approved by the Commission. If a performance bond is not furnished within the period specified the contract may be terminated for default. Refer to Clause 52.228-2, "Additional Bond Security."

(End of Clause)

PART II - CONTRACT CLAUSESSECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.204-2	APR 1984	SECURITY REQUIREMENTS
52.214-26	APR 1985	AUDIT -- SEALED BIDDING
52.214-27	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-28	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS -- SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE -- SEALED BIDDING
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS

52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-1	APR 1984	BID GUARANTEE
52.228-2	APR 1984	ADDITIONAL BOND SECURITY
52.228-5	APR 1984	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	JUL 1985	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	APR 1984	CONTINUITY OF SERVICES
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE I (APR 1984)
52.244-1	JAN 1986	SUBCONTRACTS (FIXED-PRICE CONTRACTS)
52.245-2	APR 1984	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I (APR 1984)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 ORDERING (FAR 52.216-18) (APR 1984)

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

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

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

(End of Clause)

I.3 REQUIREMENTS (FAR 52.216-21) (APR 1984)

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

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

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

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

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

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

(End of Clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES
(FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a

preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

I.5 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

I.6 DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the

contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

I.7 PROMPT PAYMENT (52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(11) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products,

contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, an perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills

of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

I.8 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
(52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt

of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of Clause)

I.9 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of Clause)

I.10 SERVICE CONTRACT ACT OF 1965, AS AMENDED (52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be

furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any

subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(1) For each employee subject to the Act --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these

records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of

such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the

Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act

minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

I.11 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(52.203-8) (MAY 1989)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Ann Riley (Name of certifier), am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number RS-ASB-89-348).

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of Ann Riley & Associates, Ltd. (Name of offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity

(Continuation Sheet)") (ENTER "NONE" IF NONE EXISTS)

NONE

Ann Riley (Signature of the Officer
or Employee Responsible for the Offer)

9-26-89 (Date)

Ann Riley (Typed Name of the
Officer or Employee Responsible for the Offer)

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) The signed certification in paragraph (b) of this provision shall be executed and submitted as follows:

(1) If this is an invitation for bids (IFB), with bid submissions exceeding \$100,000.

(2) If this is a procurement using the two-step sealed bidding procedure (see FAR Subpart 14.5), with bids exceeding \$100,000, with submission to the Government of step-two sealed bids.

(3) If this is a request for proposal (RFP) or quotation (RFQ), by the successful offeror as close as practicable to, but in no event later than, the date of award of a contract exceeding \$100,000.

(4) If this is an invitation for bids for an indefinite delivery-type contract, and if the estimated value of orders to be placed under the contract is expected to exceed \$100,000, with the bid submission.

(5) If this is an RFQ or RFP for an indefinite delivery-type contract, and if the estimated value of orders expected to be placed under the contract is expected to exceed \$100,000, by the successful offeror as close as practicable to, but in no event later than, the date of contract award.

(6) For letter contracts, prior to award of the letter contract and prior to definitization of the letter contracts.

minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

I.11 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY
(52.203-8) (MAY 1989)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, Ann Riley (Name of certifier), am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number RS-ASB-89-348).

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of Ann Riley & Associates, Ltd. (Name of offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity

(Continuation Sheet)) (ENTER "NONE" IF NONE EXISTS)

NONE

Ann Riley (Signature of the Officer
or Employee Responsible for the Offer)

9-26-89 (Date)

Ann Riley (Typed Name of the
Officer or Employee Responsible for the Offer)

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) The signed certification in paragraph (b) of this provision shall be executed and submitted as follows:

(1) If this is an invitation for bids (IFB), with bid submissions exceeding \$100,000.

(2) If this is a procurement using the two-step sealed bidding procedure (see FAR Subpart 14.5), with bids exceeding \$100,000, with submission to the Government of step-two sealed bids.

(3) If this is a request for proposal (RFP) or quotation (RFQ), by the successful offeror as close as practicable to, but in no event later than, the date of award of a contract exceeding \$100,000.

(4) If this is an invitation for bids for an indefinite delivery-type contract, and if the estimated value of orders to be placed under the contract is expected to exceed \$100,000, with the bid submission.

(5) If this is an RFQ or RFP for an indefinite delivery-type contract, and if the estimated value of orders expected to be placed under the contract is expected to exceed \$100,000, by the successful offeror as close as practicable to, but in no event later than, the date of contract award.

(6) For letter contracts, prior to award of the letter contract and prior to definitization of the letter contracts.

(7) For other procurement actions in excess of \$100,000, prior to award or execution as specified by the Contracting Officer.

(8) The certificate required by subparagraphs (c)(3) and (c)(5) through (c)(7) of this provision shall be submitted to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificate.

(d) Pursuant to FAR 3.104-9(d), the offeror may be requested to execute additional certifications at the request of the Government.

(e) Failure of an offeror to submit the certification required by FAR 3.104-9(b) or any additional certifications pursuant to FAR 3.104-9(d) will render the offeror ineligible for contract award. (see FAR 9.104-1(g)).

(f) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interest of the Government, such as disqualification of the offeror.

(g) In making the certification in subparagraph (b)(2) of this provision, the offeror may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the offeror knows, or should have known, of reasons to the contrary. The offeror may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the contractor for 6 years from the date of execution.

(h) The certifications in paragraph (b) and (d) of this provision are a material representation of fact upon which reliance will be placed in awarding a contract.

(End of provision)

I.12 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION. 52.203-9 (MAY 1989)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract. A contract modification may not be executed without the certification.

(c) Certification. As required in paragraph (b) of this clause,

the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION (MAY 1989)

(1) I, _____ (Name of certifier), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), (hereinafter referred to as the Act), as implemented in the FAR, occurring during the conduct of this procurement (contract number _____) (modification number _____).

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of

_____ (Name of offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (c), or (e) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity -- Modification (Continuation Sheet)") (ENTER "NONE" IF NONE EXISTS)

_____ (Signature of the Officer or Employee Responsible for the Modification Proposal)

_____ (Date)

_____ (Typed Name of the Officer or Employee Responsible for the Modification Proposal]

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the Contractor knows, or should have known, of reasons to the contrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

I.13 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10)
(MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4)(ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(d) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for

default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.14 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR
DEBARMENT (52.209-6) (MAY 1989)

(a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

(1) The name of the subcontractor;

(2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart 44.3).

(End of clause)

I.15 RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (52.225-13)
(MAY 1989)

(a) Definitions. (1) "Component part," means any article which is not usable for its intended functions without being imbedded or integrated into any other product and which, if used in production of a finished product, would be substantially transformed in that process.

(2) "Finished product," means any article which is usable for its intended function without being imbedded in, or integrated into, any other product. It does not include an article produced by a person, other than a sanctioned person, that contains parts or components of the sanctioned person if the parts or components have been substantially transformed during production of the finished product.

(3) "Sanctioned person," means a company or other foreign person upon whom prohibitions have been imposed.

(4) "Substantially transformed," when referring to a component part or finished product, means that the part or product has been subjected to a substantial manufacturing or processing operation by which the part or product is converted or combined into a new and different article of commerce having a new name, character, and use.

(b) General. Section 2443 of the Multilateral Export Control Enhancement Amendments Act (Pub. L. 100-418) and Executive Order 12661, effective December 28, 1988, impose, for a period of 3 years, with certain exceptions, a prohibition on contracting with, or procuring (including rental and lease/purchase) directly or indirectly the products or services of (1) Toshiba Machine Company, (2) Kongsberg Trading Company, (3) Toshiba Corporation, or (4) Kongsberg Vaapenfabrikk. The Act and Executive Order also prohibit, for the same 3-year period, the importation into the United States of all products produced by Toshiba Machine Company and Kongsberg Trading Company. These prohibitions also apply to subsidiaries, successor entities or joint ventures of Toshiba Machine Company or Kongsberg Trading Company.

(c) Restriction. Unless listed by the Contractor in its offer, in the solicitation provision at FAR 52.225-12, Notice of Restrictions on Contracting with Sanctioned Persons, or unless one of the exceptions in paragraph (d) of this clause applies, the Contractor agrees that no products or services delivered to the Government under this contract will be products or services of a sanctioned person.

(d) Exceptions. The restrictions apply --

(1) To finished products of nonsanctioned persons containing components of a sanctioned person if these components have been substantially transformed during the manufacture of the finished product.

(2) To products or services of a sanctioned person provided --

(i) The products are designed to the specifications of a nonsanctioned person marketed under the trademark, brand or name of the nonsanctioned person;

(ii) The business relationship between the nonsanctioned person and the sanctioned person clearly existed prior to June 30, 1987; and

(iii) The nonsanctioned person is not directly or indirectly owned by a sanctioned person.

(3) If a determination has been made in accordance with FAR 25.1003 (a) or (b).

(e) Award. Award of any contract resulting from this solicitation will not affect the Contractor's obligation to comply with importation regulations of the Secretary of the Treasury.

(End of Provision)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Form 187 - Security/Classification Requirements
4	Wage Determination
5	Samples of Required Type Styles
6	Record of Stenographic Requirements by Office for Previous One-Year Period
7	Sample of Stamp for Exhibits