

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

1. REQUISITION NO. ASB-13-013 PAGE 1 OF 51

CONTRACT NO. NRC-HQ-13-C-21-0045 3. AWARD/EFFECTIVE DATE 06-11-2013 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION/ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: 8. NAME 9. TELEPHONE NO. (No Collect Calls) 10. OFFER DUE DATE/LOCAL TIME

11. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100 12. THIS ACQUISITION IS ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 13. UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561492 EDWOSB SIZE STANDARD: \$14 Million: 8(A) Y

14. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 15. DISCOUNT TERMS 16. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 17. RATING N/A 18. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

19. DELIVER TO U.S. Nuclear Regulatory Commission SherVerne Cloyd Mail Stop: T3F23 Washington DC 20555 CODE 3100 20. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555

21. CONTRACTOR/OFFEROR CODE FACILITY CODE 22. PAYMENT WILL BE MADE BY CODE 3100 NEAL R GROSS AND COMPANY INC COURT REPORTERS AND TRANSCRIBERS 1323 RHODE ISLAND AVE NW WASHINGTON DC 200053701 PHONE: 001627124 FAX: Department of Interior / NBC NRCPayments NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230

23. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 24. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

25. ITEM NO	26. SCHEDULE OF SUPPLIES/SERVICES	27. QUANTITY	28. UNIT	29. UNIT PRICE	30. AMOUNT
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The contractor shall provide the U.S. Nuclear Regulatory Commission with verbatim reporting services in accordance with the statement of work at the prices set forth in Section B.2 Price/Cost Schedule.

The period of performance is for a base year and four option years:

Base Year: June 11, 2013 to June 10, 2014  
Option Period 1: June 11, 2014 to June 10, 2015  
Option Period 2: June 11, 2015 to June 10, 2016  
Option Period 3: June 11, 2016 to June 10, 2017  
Option Period 4: June 11, 2017 to June 10, 2018

The total amount obligated to this contract is \$50,000.00

The current contract ceiling is \$741,927.80

NRC COR: SherVerne Cloyd, email: [sherverne.cloyd@nrc.gov](mailto:sherverne.cloyd@nrc.gov), phone: 301-415-6504

Contractor POC: Neal R. Gross, President, email: [nrgross@nealrgross.com](mailto:nrgross@nealrgross.com) and [info@nealrgross.com](mailto:info@nealrgross.com), phone: 202-234-4433

(Use Reverse and/or Attach Additional Sheets as Necessary)

31. ACCOUNTING AND APPROPRIATION DATA DUNS: 001627124 NAICS: 561492 FAIMIS: 132127 B&R: 2013-7D-51-F-191 JC: N7027 BOC: 252P APPN: 31X0200 Obligate: \$50,000.00 32. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,709,639.00

33. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED 34. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

35. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 36. AWARD OF CONTRACT REF. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

37. SIGNATURE OF OFFEROR/CONTRACTOR Neal R Gross 38. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER Donna Berkowitz 39. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Neal R. Gross, President 40. DATE SIGNED 12/29/13 41. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz Contracting Officer 42. DATE SIGNED 5/31/13

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212

JUN 05 2013

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

ADMIN002

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30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz Contracting Officer		31c. DATE SIGNED	

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**B.1 PROJECT TITLE**

Verbatim Reporting Services for the U.S. Nuclear Regulatory Commission

**B.2 PRICE/COST SCHEDULE**

The Price/Cost Schedule is incorporated as Attachment 1.

**B.3 PERIOD OF PERFORMANCE**

Base Year:	June 11, 2013 to June 10, 2014
Option Period 1:	June 11, 2014 to June 10, 2015
Option Period 2:	June 11, 2015 to June 10, 2016
Option Period 3:	June 11, 2016 to June 10, 2017
Option Period 4:	June 11, 2017 to June 10, 2018

**B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$741,927.80. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling. 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.

## SECTION C - CONTRACT CLAUSES

### ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### **C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 11, 2013 through June 10, 2014.

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

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

#### **C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$32,000;

(2) Any order for a combination of items in excess of \$175,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**C.3 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (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 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) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year.

**C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

**C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

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

**C.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**C.8 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20:**

**C.9 Contracting Officer's Representative Authority (NRCAR 2052.215-71)**

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

SherVerne Cloyd  
Email: sherverne.cloyd@nrc.gov  
Phone: 301-415-6504  
Mailing address: U.S. Nuclear Regulatory Commission  
Mail Stop: TWFN 3F23  
Washington, DC 20555-0001

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

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

**NRC-HQ-13-C-21-0045**

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance.

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

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

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

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

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

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

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

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



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

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

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

#### **C.10 2052.204-70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to

be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

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

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must

provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

### **C.11 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

### **C.12 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's

signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### **CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST**

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Contracting Officer's Representative (COR) for return to DFS/PSB (Facilities Security Branch) within three (3) days after their termination.

#### **C.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)**

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The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

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

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the

contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## **SECURITY REQUIREMENTS FOR IT LEVEL II**

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

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S.

citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### **CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

#### **C.14 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (AUG 2011)**

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

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use, possession, or distribution of narcotics or

other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to DFS/PSB for review and submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

#### **CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST**

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of



the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the PO who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

**C.15 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)**

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>.

**C.16 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(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 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego 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 has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any

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firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that 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 48 CFR 2009.570-2.

(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.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

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(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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 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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, 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 to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

**C.17 2052.215-70 KEY PERSONNEL (JAN 1993)**

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Richard Russell, Chief Operating Officer  
James A. Urano, Quality Assurance Manager  
Matthew Thompson, Production Supervisor

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

#### **C.18 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://www.acquisition.gov/far/>

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.227-14	RIGHTS IN DATA-GENERAL	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
1030	NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES	AUG 2011

**C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☒ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

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- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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- [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☒ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).



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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

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(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

### **C.20 PACKAGING AND MARKING (AUG 2011)**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: as specified in the statement of work.

### **C.21 BRANDING (AUG 2012)**

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Atomic Safety and Licensing Board Panel, under Contract/order number NRC-HQ-13-C-21-0045.

### **C.22 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011)**

The ordering period for this contract shall commence on June 11, 2013 and will expire on June 10, 2014. 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 12 months.

Base Period: June 11, 2013 through June 10, 2014 Option Period(s): 4

### **C.23 ORDERING PROCEDURES (AUG 2011)**

(a) The CO is the only individual who can legally obligate funds and commit the NRC.

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(b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.

(c) In accordance with FAR 16.506(b), the following ordering limitations apply:

**Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$10.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**Maximum order.** The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$32,000;

(2) Any order for a combination of items in excess of \$175,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

The Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

#### **C.24 ELECTRONIC PAYMENT (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

#### **C.25 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared annually (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor.

The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

## **C.26 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

## **C.27 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major

emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

## **C.28 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

## **C.29 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles,

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reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

### **C.30 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

### **C.31 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone

depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

**C.32 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

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

Attachment 1 Price/Cost Schedule. 5 pages

Attachment 2 Statement of Work, 13 pages

Attachment 3 NRC Form 187 – Contract Security and/or Classification Requirements, 2 pages



## **B.2 STATEMENT OF WORK – Verbatim Reporting Services**

### **1.0. Background**

In keeping with the Nuclear Regulatory Commission's (NRC) mission to protect the public health and safety in the Nuclear Waste and Management and Support arenas, many public meetings, hearings, and depositions are held as part of the decision-making process in licensing nuclear facilities. These activities are an extremely important and closely scrutinized part of the Commission's daily operations. The nature of the services are such that delays, errors and other forms of unsatisfactory or poor performance will jeopardize the interests of the Commission and adversely impact its regulatory review process. The subject matter for verbatim reporting at adjudicatory hearings and oral arguments before the Atomic Safety and Licensing Board (ASLB) and at meetings of the Advisory Committee for Reactor Safeguards (ACRS) and other Commission-level meetings, is very complex, highly technical and may involve the handling of classified or sensitive unclassified information, primarily in the field of nuclear reactors and nuclear energy. At ACRS meetings, there are frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, often extremely informal, portions of which may be highly sensitive or of a confidential nature. Personnel security interviews conducted by the Office of Administration's (ADM) Division of Facilities and Security are sensitive and shall always be recorded and handled with the utmost confidentiality. Sensitive investigations with the Office of Investigations and Inspector General shall be handled and treated with the utmost confidentiality. Meetings and investigations conducted by NRC offices are held in various locations throughout the country and sometimes require multiple, simultaneous reporting. Most instances requiring the handling of sensitive unclassified or classified material will be held at NRC headquarters. Most of the adjudicatory proceedings are conducted at various locations throughout the United States.

### **2.0. Definitions**

1. Consecutive hearing days: Days in which hearings take place which are separated only by Saturday, Sunday, or Federal holidays.
2. Non-consecutive hearing days: Days in which hearings or meetings take place which are separated by days other than Saturdays, Sundays, or Federal holidays.
3. Duplicated: Shall include duplication by various processes including, but not limited to, photocopy, multiple computer printout, compact disk (CD) copy, video and audio tapes.
4. NRC headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, MD; 6003 Executive Boulevard, Rockville, MD; 12300 Twinbrook Parkway, Rockville, Maryland; 7201 Wisconsin Avenue, Bethesda, MD; and 21 Church Street, Rockville, MD. Some offices will be closed when the new building opens.
5. Hearings: May include, but are not limited to, any and all types of proceedings conducted by the NRC, whether open to the public or closed. For example, public meetings, adjudicatory proceedings, investigative interviews, industry conferences, committee meetings, multiple-party telephone conferences, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any proceedings deemed necessary by the NRC.

6. Presiding Official: Unless some other person is so designated in the work order, the Presiding Official means the person who presides, chairs, regulates or controls the event which is being reported.
7. Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 8:30 a.m. the following day (local time at the place of proceeding) Monday through Friday, including all hours on Federal holidays, Saturday, and Sunday.
8. Regular Hours: Those hours between 8:30 a.m. and 6:00 p.m. (local time at the place of proceeding) Monday through Friday excluding legal Federal holidays.
9. Session: A reporting unit or part of a hearing or meeting for which a transcript is required.
10. Verbatim Reporting: The reporting of the exact words spoken at hearings by means of notes, stenomask, directly recorded dictation or monitored direct recording, and the typed reproduction.
11. Subcontract: Any agreement (other than one involving an employer/employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the original contract or subcontract.
12. NRC Project Officer: The Project Officer is an NRC employee, designated by the requesting office, who is familiar with the contracting process as a result of training and experience.
13. Contracting Officer: The Contracting Officer (CO) is an exclusive agent of NRC who enters into, administers, or terminates contracts, ensuring that all applicable requirements of law, Executive Orders, regulations, and other procedures are met before the execution of any contract or any modification of an existing contract. The CO is the only individual authorized to bind the Government.
14. Delivery clock: the date and time the clock starts to calculate the delivery date to determine when a transcript is due.

### **3.0. Scope of Work**

The contractor shall provide court reporting services for a variety of depositions, hearings, investigations, meetings and oral arguments throughout the United States including Alaska, Hawaii, Puerto Rico, Guam, any U.S. protectorate, and the countries of Canada and Mexico for the NRC headquarters and OI regional field offices. Some of these hearings, depositions or investigations may require the handling of sensitive unclassified or classified material. It is anticipated that instances requiring the handling of sensitive unclassified or classified material, including safeguards will be held at NRC headquarters. Appropriate security clearances, cleared facility, and handling and processing of the material will be required.

### **3.1. Data Rights**

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including transcripts, reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other

purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

#### 4.0. Work Requirements

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

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

1. Provide professional personnel competent in the technique of court reporting and equipment as necessary for the furnishing of accurate transcripts CDs, computer files and copies, all inclusive.
2. Provide full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during a session and incorporate it where indicated into the transcript unless otherwise directed by the Presiding Official. A record of appearances and exhibits, with the names and identities of the parties who actually testify or speak at the proceedings or who request the entering of their appearance, together with such other matters shall be included, as directed by the Presiding Official.
3. Furnish complete transcripts, minusccripts, electronic files, electronic audio recordings or video tapes, CD ROMs, all inclusive, as ordered to accurately reflect the full and complete verbatim record of the hearings. The Presiding Official or the NRC Project Officer reserves the right to make necessary corrections to the transcript to reflect an accurate record. The corrections will be provided to the reporting company for a corrected transcript.
4. Provide duly authorized notaries and reporters who are empowered to administer oaths in the state in which the proceeding is being held. Provide the original authenticated transcript certification page as the last page of each transcript.
5. Transcribe standard audio cassette tapes, micro tapes or video tapes, CD/DVD's, computer files and other prescribed material furnished by the NRC. Classified material is to be transcribed on-site at NRC headquarters or, at the contractor's office at the discretion of the NRC.
6. As required, furnish a CD, or other electronic media with identical pagination and content as the original printed transcript.
7. As required, provide an electronic version of the transcript in Portable Document Format (PDF) format. The submitted PDF document must adhere to the NRC's Guidance for Submission of Electronic Docket materials under 10 CFR Part 2, Subpart J see (<http://www.nrc.gov/site-help/e-submittals/getting-started.html>). The PDF version shall also include any prefiled testimony introduced during the session embedded in the PDF document transcript. Additionally, this PDF version will sometimes be submitted via the NRC's Electronic Information Exchange (EIE) System see (<http://www.nrc.gov/site-help/e-submittals/adjudicatory-sub.html>). When submitted via EIE, hard copies will not usually be required. However, the NRC reserves the right to ask for hard copies in addition to submission via the NRC's EIE system.

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

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

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

1. The CD shall be delivered in Microsoft Word format or Adobe PDF (subject to change as technology develops) and/or as required by the NRC Project Officer.
2. Each CD or electronic media shall be clearly labeled to identify the transcript by title of meeting, docket number, if applicable, work order number, date and page numbers. Only one day=s transcript(s) shall be placed on each media.
3. Each CD or electronic media shall be created with a computer file name with the following format: The first two characters shall be the first two characters of the case name, i.e., Private Fuel Storage - PF. The next six characters shall be the date of the proceeding in the YYMMDD format followed by default software extension (i.e., Word = .doc).
4. If the official printed transcript is not created from the CD, the production of the CD from the printed copy must include appropriate key verification, proofreading, editing, and/or updating to assure 100 percent text equivalency on a page-by-page line-by-line basis.
5. The delivery requirement for CDs will be indicated on work orders issued hereunder and shall be delivered with the paper transcript. If an electronic copy, it will be emailed to be received no later than the hard copy delivery.
6. Indexing of transcripts - When required by the NRC, the contractor shall provide an indexed transcript with the features of Minusccript or similar software which places four full pages of a transcript on a single page.

**4.2. Electronic transmission of Secure Files**

The NRC shall provide an electronic mailbox to receive files (for transcription) transmitted as .dss digital file.

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

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

At the present time no files will be sent electronically either to or from the contractor which contain safeguards information (SGI) or classified information. Recordings or transcripts containing SGI or classified information will be processed in paper and mailed in the appropriate manner to and from the

contractor in compliance with NRC requirements found in Management Directives, Volume 12 – Security (sections 12.1 – 12.7).

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

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

#### **4.3. Performance**

The contractor shall promptly provide as many persons competent in the technique of court reporting and maintain such staff and equipment as may be necessary for the furnishing of transcripts, CD's and copies thereof in accordance with the requirements of this contract.

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

The assigned reporter appearing at any session shall perform all work in a businesslike manner and according to the standards of the reporting profession. The reporter shall be properly attired consistent with professional protocol and shall conform to the standards set forth in the statement of work.

#### **4.4. Supervision**

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

#### **5.0. Format**

##### **5.1 Cover Page**

A cover page shall be used.

1. Covers and Title Pages in accordance with NRC Management Directives 12.1 – 12.6.7.:
2. Each copy of the transcript furnished shall be bound with covers of good quality, white or colored (other than yellow). Red covers shall not be used.
3. Cover markings shall include a statement, when appropriate, that the contents are of a Proprietary nature, Official Use Only, Safeguards, Classified or, any other marking as directed by the Project Officer and in which case, the designated color cover shall be used.

##### **5.2 Title Page**

Each transcript shall have a title page.

The cover and title page shall show general information such as an identification of the U.S. Nuclear Regulatory Commission, the nature of the proceeding (e.g., Commission Meeting, Atomic Safety and Licensing Board Proceeding, Advisory Committee on Reactor Safeguards Meeting, the Office of

Investigations, etc.), name of proceeding, location, date, number of pages, work order number, page range and, when applicable, the docket number.

### 5.2.1 Commission Meetings

1. 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).
2. The title page shall list the Commissioners present as well as members of the staff and presenters seated at the Commission table.

### 5.2.2 ACRS Meetings

1. In the case of ACRS meetings the title page shall also show the title of the meeting, indicate "ACRS MEETING" and either "PUBLIC MEETING" or "CLOSED MEETING."
2. The next page shall be an unnumbered disclaimer page as follows:

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

(DATE)

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

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

### 5.2.3 ASLBP Hearings

1. The title page must include the keyword word "BEFORE:" on a separate line.
2. On the following lines, the judges are to be listed as follows: Judge Name, followed by a comma, followed by their title. Each name must be on its own line.
3. No other information may follow the list of judges on that page.
4. The next page must begin with the keyword "APPEARANCES:" followed by a block of information for EACH represented party.
  - a. On a new line, each party shall be denoted by "On behalf of ", followed by the Party name, and ended by a colon ":" (e.g. "On behalf of the Intervenor:"). This information can span several lines.
  - b. Following the colon, and starting on a new line, several lines of information may follow describing the party
  - c. A new appearance will be followed "On Behalf of ...." on a new line.
  - d. Also Present (Optional) - There can be an additional category called "Also Present:". This will be found, if entered, prior to I-N-D-E-X and after all "On Behalf of" entries in the Appearances section.

### 5.3 Index (For ASLBP Hearings)

1. This section will begin I-N-D-E-X centered on line number one.
2. The index section will contain two sections, Witnesses and Exhibits.

## a. Witnesses:

- i. This section will begin with "WITNESSES:" with other headers after that tag which include DIRECT, CROSS, REDIRECT, RECROSS.
- ii. The "WITNESSES:" tag will be followed by one of two tags on a separate line; either "WITNESS:" or "PANEL:".
- iii. The WITNESS tag will be followed by a name
- iv. The PANEL tag will be followed by a list of names separated by a comma, which may span more than one line.

## b. Exhibits

- i. This section will begin with "EXHIBITS:" with other headers after that tag which include MARK, ADMT, WITH, and RJCT.
- ii. A block of information will follow it for EACH party presenting exhibits with parties listed alphabetically and exhibits listed in exhibit number order.
- iii. "Party: ", followed by the Party name, all on a line by itself followed by blocks of information for EACH exhibit presented by the listed party:
- iv. On a separate line: "Exhibit No.: ", followed by the actual number which will have no spaces contained in it. The page number where the exhibit was identified, admitted, etc. may be entered in the space following the exhibit number.
- v. On a separate line: "Title: ", followed by a meaningful title for the exhibit.

**5.4 Transcript**

1. This section shall start with "P-R-O-C-E-E-D-I-N-G-S" on an unnumbered line by itself
2. The first line after will specify the time the proceedings actually began. The time must end in "a.m." or "p.m."
3. Transcripts will be typed on white 20-pound rag bond or equal. The original of all transcripts will be furnished to the NRC.
4. Paper will be 8-1/2 x 11 inches in size, with a margin of 1-3/4 inches at the left-hand side and a margin of 3/8 inch at the right-hand side. Paper to be used will be subject to approval by the NRC.
5. Typing will be double-spaced, using an Arial 11 font or an equal type of style. Use of Aor equal type faces will be subject to the approval of the NRC. Only one type element may be used in a single transcript.
6. Whenever testimony is continuous, requiring more than one line, the typing will begin as close as possible to the left marginal line.
7. Words will be properly hyphenated when necessary.
8. Each line must contain words, not characters, signs, or symbols
9. Each line shall be numbered. Numbers indicating each line of transcription upon the page; i.e., one to 25 inclusive will be printed at the left margin line of the original transcript followed by a tab.
10. A footer may be used; however there shall be no line number associated with the footer.
11. Each speaker will begin on a new indented line.
12. Unspoken entries will be handled similarly, but with the term "NOT SPOKEN " in place of the speaker name, i.e. "NOT SPOKEN: "
13. After the conclusion of the transcript, there can optionally be a line indicating the end. e.g., "(Whereupon, the foregoing matter was concluded at 11:30 a.m.)" . "(Whereupon, the" will be at the beginning of this line.
14. The proceedings will be concluded with "E-N-D-P-R-O-C-E-E-D-I-N-G-S" on a line by itself to indicate the end of the proceedings

**5.5 Pagination**

1. Unless otherwise required by the Presiding Official, the paging of the transcript shall be in a single series of consecutive numbers regardless of the number of days of the hearing.
2. The page numbers of the transcript of a further hearing shall follow consecutively the paging of the last previous hearing in the same proceeding, unless otherwise required by the Presiding Official.
3. Page numbers are to be placed at the upper right corner of each page on an unnumbered line.

## **5.6 Payments**

1. No payment will be made for lines in excess of 25 lines per page.
2. The per page rate set forth in the resultant contract will be paid for the title page and index page(s) and for all pages containing 25 lines of transcription. There will be no payment for the Disclaimer or Authentication pages. Payment for pages of a transcript with less than 25 lines per page will be made on a net of 25 lines.
3. Any duplicated copies of such transcripts ordered and delivered will be invoiced and paid at the same page count as the original transcript.

## **5.7 Binding**

1. Transcripts shall be punched with three (3) round 1/4-inch holes, 4-1/4 inch center-to-center.
2. Transcripts 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.
3. The contractor shall punch and bind with the record, in the order of its submittal, each document which is accepted and required by the Presiding Official for the record. Any material, including exhibits, not of suitable size shall be so specified as not part of the transcribed record and be handled separately as an exhibit.

## **5.8. Exhibits**

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

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

## **5.9 Pre-filed Testimony and other Inserts**

Hard (paper) Copies of Transcripts:

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

Electronic Copies:

When the prefiled testimony or other inserts, for example the ACRS inserts, is in electronic form, the court reporter will be given a copy for insertion into the transcript where specified by the Presiding Official. In this case, there will be no additional payment for their insertion into the transcript.



### 5.10. Authentication

The original of the paper transcript shall be authenticated by an original signature of the Official Reporter reporting the hearing by a certificate page as follows:

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

(Name of Proceeding)

(Docket Number)

(Place of Proceeding)

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

/S/

(Signature Typed)

Official Reporter

Reporter's Affiliation"

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

### 6.0. Work Orders

Orders for services required hereunder will be placed or issued by the NRC Project Officer at least 48 hours before the start of a hearing. However, within the Washington, D.C. metropolitan area, during regular working hours, the Government reserves the right to require the contractor's reporter to be at the proceeding site within 4 hours after notification by the NRC Project Officer or his duly authorized representatives. In the case of an emergency, such as an event requiring an Incident Investigation Team, orders for required services to be performed outside the Washington, D.C. metropolitan area may be placed or issued by the NRC Project Officer or an authorized representative at least 24 hours before the start of a hearing.

#### 6.1. Electronic Submission of Work Orders

Work orders will be generated on NRC Form (587) by the requesting NRC office and forwarded to the NRC Project Officer. The work order will be reviewed and confirmed by the NRC Project Officer and forwarded electronically via e-mail, or by fax machine to a predetermined contractor address. The contractor shall email confirmation of the following weeks' work orders on Thursday of the week prior.

#### 6.2. Processing Work Orders

Work orders submitted by the NRC will state the time, date, place of the hearing, the type of hearing, Presiding Official and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or CD/DVD's (electronic media) required, any requirements for indexing of the transcript, the delivery schedule, any security clearance required (L or Q clearance), pagination instructions to assure the continuation of pagination when applicable, in-camera or sensitive material instructions, special delivery and packaging and marking instructions, if any, including names and addresses of recipients for hand or mail delivery and/or Internet e-mail

address for direct electronic e-mailing of transcripts to recipients, and the name and phone numbers of the person placing the request with the date and other pertinent information as necessary.

Work orders involving pre-recorded materials will be picked up by the contractor at NRC headquarters in Rockville, MD or, mailed (to be determined by the project officer and noted on the work order) directly to the contractor for transcription. For those items that are picked up, the contractor will have up to 24 hours from notification, to do so. For items mailed to the contractor, and received after 2:00 p.m., the delivery clock will begin on the next business day. The project officer or other designated personnel will assign the item a work order number for tracking purposes.

Work orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the NRC respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the contractor shall not be required to make deliveries for orders requiring performance beyond 14 calendar days after the expiration of the contract, or any extension thereof.

### **7.0. Reporting**

No later than 12:00 pm Eastern Time, the business day before the hearing, deposition or meeting, the contractor or the assigned reporter shall call the appropriate NRC contact listed on the work order to confirm the time and location as provided on the original request. If mutually agreed to by the reporter and NRC contact, the beginning or ending time of a meeting can be adjusted by as much as an hour.

The assigned reporter shall report to the hearing or meeting facility no less than 40 minutes prior (this is the time the clock begins for determining late arrival) to the scheduled commencement of a hearing and present himself/herself to the Presiding Official in order to receive any pertinent instructions from the Presiding Official, and to install and have any necessary equipment fully operational prior to the time set for commencement of the hearing. To the maximum extent practical, when requested by the Presiding Official, the contractor shall assign the same reporter or, in the case of lengthy hearings the same group of reporters, to hearings lasting more than one day.

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

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

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

### 8.0. Cancellations of Hearings

In the event a hearing is canceled, the NRC will notify (via email, telephone and/or work order) the contractor as soon as the cancellation becomes known. Within the Washington, D.C. metropolitan area, if less than 4 hours notice is given or if less than 24-hours notice outside the Washington, D.C. metropolitan area, the contractor will be paid \$350.

### 9.0. Performance Standards and Reduction Schedule

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

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

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

Further explanations of the chart above follow:

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

If 3-day delivery is not delivered by 10:30 a.m. local time on the 3rd business day after each daily recess of the proceeding, including the final day of the proceeding, payment will be made at the 3-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 3-day rate for each page, as applicable. If the 3-day hearing is held out of the DC metro area, (and is reported live) one additional day will be allowed for delivery. (Delivery example: 3 day out of town reported hearing ending by 6:00 p.m. on Tuesday will require transcript delivery by 10:30 a.m. on Monday.

If 7-day delivery is not delivered by 10:30 a.m. local time on the 7th business day after each daily recess of the proceeding, including the final do of the proceeding, payment will be made at the 7-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 7-day rate for each page, as applicable.

If 10-day delivery is not delivered by 10:30 a.m. local time on the 10th business day after each daily recess of the proceeding, including the final day of the proceeding, payment will be made at the 10-day rate less 10 percent per day, to a maximum reduction of 50 percent of the 10-day rate for each page, as applicable.

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

If an acceptable corrected transcript is not returned within 3 days, the price shall be computed at the applicable rate set forth above less an additional 10 percent accruing on a per day basis to a maximum reduction of 50 percent. Corrected transcripts will be paid in accordance with the page rate stated in the contract for copies and will be dependent upon the delivery time requested.

CD/electronic copies of transcripts are to be delivered with the hard copies as set forth in the preceding table. Electronic copies should be delivered via email prior to receipt of the hard copy, per the delivery schedule above. The reduction schedule for the electronic encrypted copy is the same as for the hard copies as set forth in the table.

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

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

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

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

#### **10.0. Quality Assurance Surveillance Plan**

NRC will evaluate the contractor=s performance by reviewing all deliverables to ensure quality, quantity, and timeliness. NRC personnel will record all surveillance observations, i.e., number of deliverables that have to be returned for correction/completion, late deliverables, late arrivals, and no-shows.

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

## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

### COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS  
TBD

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

B. PROJECTED  
START DATE  
06/11/2013

C. PROJECTED  
COMPLETION DATE  
06/10/2018

### 2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY ☐

B. CONTRACT NUMBER

NRC-21-10-404

DATE

06/10/13

### 4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Verbatim Reporting Services (transcription services)

### 5. PERFORMANCE WILL REQUIRE

#### A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

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

NOT  
APPLICABLE

#### NATIONAL SECURITY

#### RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☒

☐

☐

☐

☐

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

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☒

3. GENERATION OF CLASSIFIED MATTER.

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☒

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

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☐

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

☐

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☒

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY  
PROCESSING SYSTEM.

☒

☐

☐

☐

☐

7. OTHER (Specify)

☐

☐

☐

☐

☐

B. IS FACILITY CLEARANCE REQUIRED?

☒ YES ☐ NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER  
PLANTS.

G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR  
TRANSPORT PASSENGERS FOR THE NRC.

D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS  
INFORMATION.

H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC  
FACILITIES.

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

I. ☐ REQUIRED TO CARRY FIREARMS.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS  
BUILDING.

J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,  
G, H, I, OR J IS CHECKED.**

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

NAME AND TITLE

E. Roy Hawken  
Chief Administrative Judge, ASLBP

SIGNATURE

*[Signature]* for E. Roy Hawken

DATE

1/15/2013

#### 7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

The Office of Contracts will provide contractor with a copy of Management Directive 12.6 - NRC Sensitive Unclassified Information Security Program.

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

☐ AUTHORIZED CLASSIFIER (Name and Title)

☒ DIVISION OF FACILITIES AND SECURITY

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

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒ CONTRACTOR (Item 1)

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

#### 10. APPROVALS

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

NAME (Print or type)

SIGNATURE

DATE

A. DIRECTOR, OFFICE OR DIVISION

E. Roy Hawken

SIGNATURE

*[Signature]* for E. Roy Hawken

DATE

1/15/2013

B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY

Mary Jane Ross-Lee

SIGNATURE

*[Signature]* Mary Jane Ross-Lee

DATE

1/23/13

C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
(Not applicable to DOE agreements)

James C. Corbett

SIGNATURE

*[Signature]* James C. Corbett

DATE

1/25/13

REMARKS