



February 13, 1984

Ms. Kathryn A. Davis
Division of Contracts
4550 Montgomery Avenue, Rm 2223
Bethesda, Md. 20814

IFB No. ASB-84-352

Dear Ms. Davis:

I found the solicitation for stenographic services most complete and helpful. The MRC contract is a demanding one and we want to be certain of all terms and conditions. Although we have performed this contract previously and attended the pre-bidders' conference on Sol. No. SECY-84-327, there are changes and I would appreciate further clarification on the following items:

ARTICLE 1, f. (p28) FORMAT

What are "other justification" (s) for a shorter page?

Does typing daily copy which must be divided among several transcribers qualify as a justification?

Who is responsible for verifying the page and line count?

ARTICLE 1. 1. (1) (page 32) MAGNETIC TAPE SERVICES:

Will the nine track magnetic tapes be loaded onto any other legal research system beside the IBM OS system?

Does the MRC have guidelines for the purchase of magnetic tape for particular cases or boards?

If the work order does not specify magnetic tape and it is ordered later by the MRC, will that purchase be handled as a separate price negotiation or be subject to the contract terms?

What are the delivery terms for the magnetic tape?

How many days (calendar or business) after the transcript is delivered must the magnetic tape be delivered?

To which MRC address (street and floor) are the tapes to be delivered?

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ARTICLE V - DELIVERIES OR PERFORMANCE

2.a. (p34)

Please define "immediate vicinity" in terms of miles.
(Immediate means "next to"; for some two miles would be the limit and for others five miles would be the limit. This determination definitely affects costs for the contractor.)

Is Saturday a business day for DAILY COPY delivery only?
For example: Will the Thursday transcript of a continuing hearing in which two day copy is ordered be due on Saturday or Monday (if the hearing is going on Saturday)?

2. b. (p35)

Please define vicinity in terms of miles.

2.c. (p35)

If there is no established "overnight courier service" (Federal Express, Emery or Purclator) or Express Mail service to the location of the Board member, will First Class Mail be acceptable?

2. d. (p35)

What is the maximum number of multiple deliveries that will be specified on any work order.

At what rate are the multiple deliveries charged if the NRC requests daily delivery to the hearing site and two-day copy to the NRC headquarters? Is it the NRC intention to order in this manner or will deliveries all be in one "vicinity" or another?

3. Please define vicinity in terms of miles. Which of these multiple deliveries affects "timely" delivery per the contract terms?

ARTICLE V, B

Please supply a list of Public Document Rooms.

ARTICLE VII, C (p 38) GUARANTEED MINIMUM

Since the NRC did pay transportation costs last year for this portion of the contract and the contractor must now absorb those costs, please provide information on the average cost per page for travel and per diem as it experienced?

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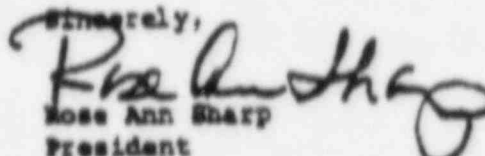
In how many instances in the last year, was a transcript not ordered after proceedings were held?

If the WRC dispenses with the transcript, the contractor is entitled to the guaranteed minimum for that day. If that is the only day of hearing, will transportation and per diem be paid?

ARTICLE VII, G.,3, (p40)

Can in-camera portions of the hearing be sold to the parties who are also members of the public?

Please do not hesitate to call me if these questions are unclear or you wish to discuss them further.

Sincerely,

Rose Ann Sharp
President

Taylor
outside Washington area

1. Item 10 on page 11 of the IFB states that "Bidder shall list" three previous or current contracts for the same or similar services. Will a bid be declared nonresponsive if less than three contracts are listed?
2. Does the IFB cover NRC's outside-Washington reporting requirement for interviews performed by the Offices of Investigation and Inspection and Enforcement? If so, what is the estimated page requirement of OI and I&E interviews? Assuming the answer to the first question in this Question 2 is "yes," please provide the necessary locations and duration of these interviews so that travel costs may be factored into the page price in a meaningful manner.
3. Is it acceptable to use monitored direct recording and the typed reproduction thereof for Licensing Board and Appeal Board hearings?
4. Please define the terms "illegible or unreproducible" as used on the eighth line of page 10.
5. Item C. on page 15 requires the delivery of transcripts to individuals noted on the work order at "such time and place as they direct," including overnight delivery to Board members. Please provide the estimated number of times that this service will be required for the year, projections as to the shipping locations, and destinations for the recipients, so that the cost of the service can be factored into the page prices.
6. Item B. on page 16 requires that deliveries of transcripts shall be made to "the local NRC Public Document Room nearest the site of the hearing." Are these copies included

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in the page estimate set forth in 1.A.b.1? Please provide the location of these PDRs and the estimate of the number of deliveries to each local PDR so that the cost of delivery can be factored into the page prices.

7. Under Article VI on page 37, 20 days is too long for acceptance. Please amend the IFB to provide for less time, e.g., 10 days.
8. Payment is tied to acceptance, that is, only accepted work can be invoiced. That means the contractor must carry a 20-day backlog of work with payment occurring no sooner than 10 days after billing occurs. No small business can afford this cost of doing business. Please amend the IFB to provide for payment upon delivery, with NRC reserving the right for a set-off or refund if delivery is defective.
9. Please amend the IFB so that Article VI, section B on page 37, states that "corrected items shall be received within five calendar days after receipt of notice of rejection and an adequate explanation of the reason for rejection." NRC must provide an adequate explanation in order for the Contractor to be able to correct any rejected work.
10. Is rejected work subject to the penalty provisions of Article VII.A.7? If so, how will the penalty be assessed? Provide examples.
11. Questions 9 and 10 also apply to item (2) at the top of page 28. Please answer these questions in the context of item (2) at the top of page 28. Does this latter section provide the definition for rejected work under Article VI, section B?
12. What is the per hour wage determination rates for stenographer and transcriber for 2-day and 3-day deliveries? What is the wage determination for transcriber only for 2-day and 3-day deliveries?

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13. What is the per hour wage determination rate for the operator of monitoring tape recordings who does not transcribe the recording? This question cannot be answered by reading General Provision 53. Please provide an explanation of how this rate can be derived so that a bidder can price his bid.
14. What actions will NRC take to assure that the requirements of the Department of Labor Wage Determination will be met by the successful bidder?
15. Please provide the estimated duration of the meetings and hearings indicated on Attachment 8 and the number of trips to each location so that travel costs may be effectively factored into the page prices.
16. Are the hearing locations and duration shown on Attachment 9 representative of the hearing locations and duration under the first year covered by the IFS?