

DEC 5 1983

MEMORANDUM FOR: B. Paul Cotter, Jr., Designating Official
Atomic Safety and Licensing Board Panel

FROM: Mary Jo Mattia, Contracting Officer
Administrative Contracts Branch
Division of Contracts
Office of Administration

SUBJECT: STENOGRAPHIC REPORTING SERVICES CONTRACT

The Chairman has approved a staff recommendation to divide the stenographic reporting services into two contracts, one for services within the Washington area and one for services required out-of-town. ASLBP as the primary user of the out-of-town services has been designated by OCM to be the Designating Official and the responsible program office for the out-of-town contract. The Secretary will be the Designating Official and responsible office for the Washington area contract.

Our current contract for stenographic reporting services will expire March 15, 1984. To provide follow-on stenographic reporting services for NRC's out-of-town requirements without interruption it is essential that a Request for Procurement Action (RFP), to include the following items, be forwarded to me by December 16, 1983:

- a. A draft statement of work.
- b. A listing of the services required for a two year period with a Government estimate detailing the estimated pages and price for each category designated.
- c. A list of the estimated number of hearings, their location and estimated duration.
- d. Evaluation criteria setting forth the specific elements upon which the competing offerors will be rated. A firm decision has not been made at this point whether these out-of-town requirements will be issued as an advertised (IFB) or a negotiated (RFP) procurement.
- e. Your letter designating a Panel Chairperson and technical members of the Source Evaluation Panel.

Copies of the prior Request for Proposal and Contract No. NRC-17-83-399, the existing contract, are attached to assist you in developing the above requirements. We plan to issue an unrestricted, competitive solicitation for the requirements. A two year contract period is recommended. If you concur, a RFP with the documentation requested in subparagraphs a through c above should be developed accordingly.

B. Paul Cotter, Jr.

- 2 -

As the responsible program office, ASLBP must obtain, consolidate and submit all NRC requirements for out-of-town stenographic reporting service. By copy of this memorandum, NRC activities currently using out-of-town contract stenographic reporting services are notified of the immediate need to define and submit their new out-of-town requirements to ASLBP. Coordination with ORM by ASLBP regarding reallocation of funds between the in and out-of-town requirements should be effected.

In view of the procurement history in soliciting for these services and the impending expiration of the current contract on March 15, 1964, we must be prepared to encounter problems and resultant delays during the contractor selection process. We are fully aware of NRC's need for this vital service and are prepared to provide full support to avoid any interruption to the services. To this end, I have designated Mrs. Kathryn Davis of my staff as the cognizant contract negotiator for this requirement. If you have any questions or need additional information for completion of your RFPA, please contact her on extension 27125.

ORIGINAL SIGNED BY

Mary Jo Mattia, Contracting Officer
Administrative Contracts Branch
Division of Contracts
Office of Administration

Enclosures:
As stated

Table of Contents

Table of Contents :

This contract consists of the following:

<u>Schedule</u>	<u>Page No.</u>
Article I - Supplies/Services/Prices <i>Part I</i>	4 - 16
Article II - Descriptions/Specifications <i>Part II</i>	17 - 24
Article III - Period of Performance	25
Article IV - Option to Extend the Period of Performance	25
Article IV - Packaging and Marking	26
Article V - Deliveries or Performance	26 - 31
Article VI - Inspection and Acceptance	31
Article VII - Special Provisions	31 - 40
<ul style="list-style-type: none"> A. Late or Defective Delivery B. Copied Matter C. Expenses of Contractor D. Guaranteed Minimum E. Charges F. Failure of Contractor to Appear G. Sale of Copies H. Restrictions on Disclosure I. Materials J. Private Use of Contract Information and Data K. Working Space and Storage Facilities L. Security M. Classification N. Security Classification O. <i>REPAY OF EXCESSIVE PAYMENT</i> P. Subcontract for Work or Services Q. Service Contract Act Wage Determination 	

Table of Contents Continued

Article X ^{XII}	- Ceiling	
Article IX	- Travel ^{CCSFS} Reimbursement	
Article XI ^X	- Payment and Invoice Requirements	
Article XII ^{XI}	- Key Personnel	
Article XIII ^{XII}	- Project Officer	
Article XIV ^{XIII}	- Technical Direction	44 - 45
Article XV ^{XIV}	- Security	46
Article XVI ^{XV}	- General Provisions	46 - 52

PART IV

LIST OF ATTACHMENTS

NRC Organizational Conflicts of Interest (41 CFR Part 20)	Attachment 1
U.S. Department of Labor Wage Determination	Attachment 2
Billing Instructions	Attachment 3
Security Form 187	Attachment 4
General Provisions	Attachment 5

(Information and Article in Washington 20/1/80)

Article II - DESCRIPTIONS/SPECIFICATIONS

1. BACKGROUND

public law / Washington DC / meeting / etc.

The Nuclear Regulatory Commission (NRC) requires stenographic reporting services for hearings and oral arguments by the Atomic Safety and Licensing Appeal Board Panel (ASLBP) and the Atomic Safety and Licensing Appeal Panel (ASLAP); meetings of the Advisory Committee on Reactor Safeguards (ACRS); meetings of Commissioners in compliance with Government in the Sunshine Act; and other meetings or workshops for NRC's Division of Security, Division of Contracts, Office of Public Affairs, Office of State Programs and other offices as required.

to /

In keeping with NRC's mission, ~~the~~ ^{to} protection of the public health and safety in the utilization of commercial nuclear power, many public hearings and adjudicatory proceedings are held as a part of the decision making ~~process~~ ^{process}. These hearings are an extremely important and closely scrutinized part of the Commission's daily operations. The nature of the services are such that delays, errors and other forms of unsatisfactory performance will jeopardize the interests of the Commission and adversely impact its hearing review process resulting in unacceptable delays in completion of the regulatory process for ~~construction and operation~~ ^{construction} of nuclear power plants. *and other nuclear facilities*

building

The subject matter to be recorded at ~~the~~ adjudicatory hearings and oral arguments before Atomic Safety and Licensing Boards and Appeal Boards, and at meetings of the Advisory Committee on Reactor Safeguards and other advisory committees is very complex and of a highly technical nature primarily in the field of nuclear reactors and nuclear energy. Less technical but equally demanding are meetings, often extremely informal, to be recorded in compliance with the Government in the Sunshine Act, portions of which may be highly sensitive or of a confidential nature. ~~Also sensitive are personnel security interviews conducted by the Division of Security which must always be recorded in a situation of utmost confidentiality.~~ Workshops conducted by the Office of State Programs or other offices are held in various locations throughout the country which often require multiple, simultaneous reporting.

2. Definitions

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

- b. Consecutive hearing days: Days in which hearings take place which are broken only by weekends or holidays.
- d. Headquarters: means the Commission offices located in Bethesda, Rockville, and Silver Spring Maryland, and in downtown Washington, DC.
- e. Hearings: may include, but not necessarily be limited to, any ^{relating to the Commission's operations} and all ~~public~~ ^{public} hearings, conducted by the Nuclear Regulatory Commission (NRC) ~~for its Headquarters operations on regulatory matters, including~~ industry conferences, committee meetings, board telephone conferences, and press briefings conferences. The term "hearings" shall be construed to include proceedings for the taking of depositions related to hearings on regulatory matters and any other proceedings deemed necessary by the Commission.
- e. ^{Duplicated} Mimeographed: shall include duplication by various processes including ditto, hectograph, mimeograph, Xerox, etc.
- f. Non-consecutive hearing days: days in which hearings take place which are ~~broken~~ ^{separated} by workdays.
- g. Non-regular hours: those hours worked after 6:00 p.m. on a given day through 9:00 a.m. the following day and includes all work performed on Federal Government holidays and on all Saturdays and Sundays.
- h. Regular hours: those hours between 9:00 a.m. and 6:00 p.m. Monday through Friday, excluding legal Federal Government holidays.
- i. Session: a reporting unit or part of a hearing for which a hearing transcript is required to be delivered hereunder.
- j. The term "Stenographic reporting": means the reporting of spoken words recorded by the reporter at hearings by means of stenographic notes or by his directly recorded dictation or his monitored direct recording and the typed reproduction thereof.
- k. Subcontract: A commercial contract which creates an independent contractor relationship between two entities and which does not exhibit the characteristics of an employment agreement. The subcontractor has the responsibility to provide all or any part, of supplies or services required in the performance of any one or more prime contracts.
- l. The term "Washington, DC Metropolitan Area": means and includes : area within a 30-mile radius of the Zero milestone in the District of Columbia.
- m. Site Hearing: shall mean for purposes of this contract any ASLBP hearing originating on a site outside the Washington, DC Metropolitan Area - or which is at least 95% of the hearing time is anticipated to be at a site outside the Washington, DC Metropolitan Area, and which for some expediency is intermittently being held in the D.C. Metropolitan Area; or any ^{ASLBP} telephonic conference hearing in any location at all.

2. DESCRIPTIONS/SPECIFICATIONS

The Contractor shall furnish Stenographic Reporting Services for hearings in the United States, including Puerto Rico, Alaska, Hawaii and the Virgin Islands as may be required to be reported for the US Nuclear Regulatory Commission's Headquarters (NRC) operations. The Commission agrees to order from the contractor all of the Commission's Headquarters requirements for the services described herein, except, however, at the discretion of the Commission for certain closed meetings of the Commissioners and other sessions where inhouse capabilities are utilized. In addition, the Commission may or may not use the Contractor for joint hearings held with other Federal, State, or Local Government Agencies, whichever is in the best interest of the Commission. The Commission at all times shall have the right to reproduce

THIS STATEMENT IS INCORPORATED.

COPIES OF TRANSCRIPT FOR USE OF NRC PARTICIPANTS EXCLUSIVELY.

SEE NEXT PAGE

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

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

b. Supervision. The Contractor, or the duly authorized employee, agent, or representative of the Contractor, shall present himself to the person in charge of the proceedings and he shall at all times be governed by the instructions of the Presiding Officer.

c. Reporting. Everything spoken during a hearing shall be reported and incorporated into the transcript unless the Presiding Officer otherwise directs. This shall include a record of appearances, with the names and identification of the parties who actually testify or speak at the proceedings or who request the entering of their appearance, together with such other matters as may be directed by the Presiding Official to be included. Nothing spoken at the proceedings shall be "off the record" unless so designated by the Presiding Officer. No part of the proceedings, notes of which have been taken, shall be omitted from the record unless the Presiding Officer so directs. A full and complete verbatim record shall be made and transcribed. The Contractor shall not use direct reporting (i.e., monitored direct recording and the typed reproduction thereof) for all Advisory Committee on Reactor Safeguard and Commission Meetings. (See Attachment 8). The NRC may, on occasion, suggest to the Contractor that a particular method of stenographic reporting be utilized for a specific hearing and/or meeting.

d. Recess. Upon notification by the reporter for a request to recess in order to replace paper, tape, or other necessary materials used in performance of the work, the Presiding Officer may grant such a request and order a recess for a reasonable time. However, in the case of Commission Meetings, where the Commission will provide the contractor a complete back-up electronic tape (cassette) of the meeting, no such recess will be allowed.

e. Accuracy. (1) It shall be the responsibility of the contractor to furnish complete transcripts which accurately reflect the full and complete verbatim record of the hearing. If electronic sound devices are used, they must be of such quality as to insure against error, misinterpretation, or loss of voice. Equipment must be operator monitored and include simultaneous playback, listening, pre-amplification and speaker identification facilities. The placement of all equipment utilized by the contractor is subject to the approval of the Presiding Officer.

(2) Where errors attributable to the contractor's performance appear in the transcript (i.e., those which change or obscure the meaning of the testimony, but not including typographical errors or misspelling, if the

intended meaning is clearly evident, such as "thier" for "their" or "cen" for "the", etc.) in excess of one (1) error per 100 words of transcript. The Commission may demand and the contractor shall correct the errors and furnish corrected transcripts within five (5) calendar days after receipt of notification, and without additional cost to the Commission for same, regardless of the delivery time the original order specified.

f. Format.

The original of all transcripts shall be submitted to the Commission.

(1) Transcripts Transcripts shall be typed with black one-time carbon ribbons on 20-pound rag bond or equal. [Carbon copies must be on 20-24-pound manifold paper and have a clear, sharp, black image. All transcripts furnished to the Commission must be suitable for high quality reproduction on copying or duplicating equipment.] Paper shall be 8-1/2 in. x 11 in. in size, with a margin of 1-3/4 in. at the left-hand side and a margin of 3/8 in. at the right-hand side. Paper to be used will be subject to approval by the Commission. Typing shall be ten (10) spaces to the inch, double-spaced. Whenever testimony is continuous, requiring more than one line, the typing shall begin as close as possible to the left ruled marginal line, words to be properly hyphenated when necessary. [Pages necessarily containing less than 25 lines shall be charged and paid for at the full page rate.] No payment will be made for lines in excess of 25 lines to the page. Numbers indicating each line of transcription upon page; i.e., 1 to 25 inclusive, shall be printed at the left marginal line of the original transcript.

(2) Indexing. In the original and each copy of the transcript the title page showing name, docket number, place and date of proceedings, appearance, location, etc., shall be followed by a page or pages indexing the witnesses and exhibits to testimony. Each transcript shall include one complete cumulative index of witnesses and exhibits. The index shall indicate the pages devoted to the testimony of the witness, and shall identify the exhibits by number and symbol showing what party introduced them and give a brief description of the nature of the exhibit. Indexing will not be required on transcripts of Commission meetings.

(2)(a) THE INDEXING OF DAILY TRANSCRIPTS SHALL NOT BE USED IN THE INDEXATION GOVERNING THE TRANSMITTAL OF DOCUMENTS FOR THE RECORD TO SUCH OF THE COMMISSION AT THE CLOSE OF THE RECORD. A SEPARATE INDEX OF ACTUAL OCCASIONAL TRANSMITTALS SHALL BE

(3) Pagination. The paging of the transcript shall be in a single series of consecutive numbering regardless of the number of days of the hearing. The paging of the transcript of a further hearing shall follow consecutively the paging of the last previous hearing in the same proceeding, unless otherwise directed by the Presiding Officer. Page numbers are to be placed at the top of each page.

(4) Covers. Each copy of the transcript furnished shall be bound with covers of good quality, white or colored 140-pound index paper, No. 1 sulphite paper, heavy weight transparent plastic, or similar material approved by the Commission.

(5) Binding. Transcript shall be punched with three (3) round 1/4 in. holes 4-1/4 in. center-to-center, and shall be bound in such a manner that it can be disassembled and reassembled with ease. (TIED) BOUND WITH 3/8" COTTON

TWILL

(RED ~~BOUND~~ NOTARY TAPR)

(5) Binding (Continued)

The contractor shall punch and bind with the record, in the order of its submittal, ^{each} ~~such~~ document(s) which is ^{are} ~~are~~ accepted for such purposes by the Presiding Officer for the record, it being understood that the Presiding Officer will not ~~so~~ accept any material not of suitable size for the record. Such material, if any, not of suitable size shall be so designated as not part of the transcribed record and be handled separately as an exhibit. *No documents of any kind are to be included in any submission affecting transcripts.*

g. Legibility

When ribbon copy is requested (or is the method used in transcribing), the original shall be typed in black on white paper and clearly legible, with black carbon for making copies. All ribbon copies must be typed on paper of a quality suitable for automatic reproduction. All machine-reproduced copies supplied by the Contractor must be clearly legible and machine reproducible. In the event the Commission or Presiding Officer finds one or more copies to be illegible or unreproducible, the Contractor agrees to correct same or replace with acceptable copies within five (5) days after receipt of notification, and without additional cost to the Commission such replacement.

h. Authentication

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

"This is to certify that the attached proceedings before
the _____ in the matter of:
(Name of Proceeding)

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

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

/s/
(Signature Typed)
Official Reporter
REPORTER'S AFFILIATION

DESCRIPTIONS/SPECIFICATIONS (Continued)

1. Exhibits

(1) Exhibits in connection with adjudicatory proceedings shall be submitted to the Contractor (reporter) at the hearing in an original and two copies. Unless otherwise directed by the Presiding Officer, they will be marked and numbered or lettered by the reporter, arranged by him in numerical or alphabetical order and transmitted to the Secretary with the transcript to which they relate. The marking shall indicate clearly by whom the exhibit was offered. Such documents shall not be copied into the record unless the Presiding Officer so directs; the Presiding Officer may, at his discretion, direct that such documents be read or copied into the record in part or in full.

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

Not submitted to the Secretary of the Commission and
(2) Subject to direction of the Presiding Officer the reporter shall have custody of the hearing record which includes exhibit material in other than documentary form admitted under applicable rules. Any requirement for the special handling of any such exhibit material (Example: full scale models) in other than documentary form ordered by the Presiding Officer shall constitute a change within the meaning of the clause hereof entitled "Changes."

Excluded
(3) Unless otherwise provided by the Presiding Officer, all exhibit material in the custody of the reporter shall be turned over to the Secretary of the Commission, Attention: Chief, Docketing and Service Branch, at the completion of the hearing, accompanied by an inventory sheet of such exhibit material.

Postponements
If an adjudicatory proceeding has been noticed for hearing and is called but not heard at the time and place indicated in the notice, a record shall nevertheless be written with a title page and list of the persons desiring to record their appearances, together with a memorandum of the date, hour, and place at which the hearing was called and a statement showing what action was taken. If the Presiding Officer or other official is present and an official reason is stated why the hearing was not held as scheduled, such reason shall be included in the record. If no official reason is stated, the reporter shall, before transcribing the record, ascertain from the Presiding Officer, other hearing official, or the counsel for the Commission, the reason why such hearing was not held as scheduled and insert such statement and identify the individual source in the record to be transcribed. The Contractor shall be paid for each page involving a postponement in accordance with the contract schedule for the type of delivery ordered.

SPECIFICALLY PREPARED FOR TRANSMITTAL - NOT TO BE FILED
ERRORS THAT MAY HAVE OCCURRED IN THE TRANSCRIPT
INDEX
CHARTS
DELIVERED BY THE REPORTER TO THE SECRETARY OF THE COMMISSION SHALL NOT BE LATER THAN 5 WORK DAYS AFTER THE RECORD IS CLOSED.

DESCRIPTION/SPECIFICATIONS (Continued)

k. Cancellation of Meetings

The Government will notify the Contractor of a meeting or hearing cancellation inside the Washington, DC Metropolitan area prior to 5:00 p.m. of the calendar day preceding the hearing or meeting. The Government will notify the Contractor of the meeting or hearing cancellation outside the Washington, DC Metropolitan area one (1) calendar day prior to the scheduled hearing or meeting.

L. Transcription of Tapes

The NRC may, from time to time, require the contractor to transcribe tapes furnished by the Project Officer. The tapes are 90 minute ~~later~~ 4 track cassette and will require next day delivery. The transcript format should be in accordance with Section F above. ~~Other standard 90 minute cassette tapes may be furnished as well.~~ *STET (or other standard)*

3. WORK ORDERS

Orders for services required hereunder will be placed or issued by the Contracting Officer or his authorized representatives at least 48 hours before the start of a hearing except when the hearing is to be held in the Washington, D.C., Metropolitan Area, in which case the Contractor's reporter may be required to be at the hearing site within two hours after being notified by the Contracting Officer or his authorized representative. Work orders will normally be written but may, on occasion, be oral in which event the order will be confirmed in writing. Work Orders will set forth the time, date, and place of the hearing, the type of hearing, the title or subject of the proceeding, the estimated duration, the number of copies required, the delivery schedule, and special delivery instruction, if any, including names and addresses of recipients for hand or mail delivery, AND PAGINATION INSTRUCTIONS TO ASSURE THE CONTINUITY OF PAGINATION.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the Contractor shall not be required to make deliveries for orders with non-consecutive hearing days ten (10) days after the expiration of the contract, or any extension thereof. However, the Contractor shall be required to complete deliveries for those orders placed and beginning prior to expiration which run consecutively and continue beyond ten days of the expiration of the contract.

*suggestion: substitute "standard"
for "later" in first sentence;
then delete last sentence
entirely*

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance under this contract shall begin on March 16, ¹⁹⁸⁹~~1988~~ and continue through March 15, 198~~8~~⁹.

Any Work Order issued during the period of performance of this contract and not completed by the expiration of that period shall be completed within the time specified by the individual Work Order as ^{described} ~~further stipulated~~ in Article II, Section 3, entitled, "Work Order".

ARTICLE IV - OPTION TO EXTEND THE PERIOD OF PERFORMANCE

This contract may be extended for a period of 12 months at the unit prices set forth under Article I at the option of the Government, by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor not later than the last day of the term of the contract; provided that such notice shall have no effect if given less than 30 days prior to the last day of the term of the contract unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least 30 days prior to the last day of the term of the contract. (such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option). If the Government exercises such option, the total duration of this contract, including the exercise of any option under this clause, shall not exceed 24 months.

ARTICLE V - PACKAGING AND MARKING

1. Material to be delivered under any resultant contract shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packaging shall be accomplished in such a manner as to insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the regulations of the carrier as applicable to the mode of transportation.

2. MARKING OF SHIPMENTS

All packages shall be clearly marked with the work order number and content, such as: "Hearing Transcripts" or "Industry Conference Transcripts: or "Press Conference Transcripts," as applicable.

ARTICLE VI - DELIVERIES OR PERFORMANCE

1. TIME OF DELIVERY AND PLACE

a. 10-day copy. When the Contractor is directed to deliver 10-day copy as specified in Article I,

delivery of the record of the hearing shall be deemed to have been effected properly when the required number of transcripts of the hearing are either (1) delivered to the recipients designated in the work order, and/or (2) placed with the U.S. Postal Service for mailing to the recipient designated in the work order, in either case so as to arrive by the tenth calendar day after each daily recess of the hearing including the final day of the hearing.

b. 5-day copy. When the Contractor is directed to deliver 5-day copy as specified in Article I,

delivery of the record of the hearing shall be deemed to have been effected properly when the required number of transcripts of the hearing are either (1) delivered to each recipient designated in the work order and/or (2) placed with the U.S. Postal Service for mailing to each recipient designated in the work order, in either case so as to arrive by the fifth calendar day after each daily recess of the hearing including the final day of the hearing.

c. Daily Copy (for hearings held at locations other than the Washington, D.C., Metropolitan Area). When the Contractor is directed to deliver daily copy as specified in Article I,

delivery of the record of each day's hearing shall be deemed to have been effected properly when the required number of transcripts of the day's hearings are (1) delivered to each recipient designated in the work order at the hearing site (or other places in the immediate vicinity, or other locations within continental U.S. as directed) by 8:15 a.m. of the next business day following the hearing, and the original copy is delivered to the designated NRC headquarter location by 8:15 the next business day following the hearing (see Section g below, ALLOWANCE FOR DISTANCE).

ARTICLE I: DELIVERIES OR PERFORMANCE

1. TIME AND PLACE OF DELIVERY

a. Friday and Tuesday Copy.
When the Contractor is directed to deliver copy as specified in Article I, delivery of the record of the hearing shall be deemed to have been effected properly when the required number of transcripts of the hearing are either: (1) delivered to the recipients designated in the work order; or (2) placed with the U.S. Postal Service for mailing to the recipient designated in the work order, in either case so as to arrive:
(1) For 10-day copy, by the tenth calendar day, and
(2) For 5-day copy, by the fifth calendar day
after each daily recess of the hearing including the final day of the hearing.

b. Daily Copy. When the Contractor is directed to deliver daily copy as specified in Article I, delivery of the record of each day's hearing shall be deemed to have been effected properly when the required number of transcripts of the day's hearing are delivered as follows:

(1) Hearings Outside the Washington DC Metropolitan Area,

[Insert]

(2) Hearings Inside the Washington DC Metropolitan Area.

(2) if the hearing is not scheduled to continue the following day, delivered to those recipients designated in the work order who are present, at the hearing site or other place(s) in the vicinity as directed by said recipients) by 8:15 a.m. of the day following the hearing, but if the recipients have left the hearing site or other place in the vicinity (3) delivered to the recipients designated in the work order at such time and place as they direct (this includes sending transcripts and/or a reasonable amount of hearing documents, to Board members by "special" handling. This also includes transmitting transcripts directly to part-time Board members either by Express Mail or private overnight delivery service when requested by the Board chairman.

d. Daily Copy (For hearings held in the Washington, D.C., Metropolitan Area). When the Contractor is directed to deliver daily copy as specified in Article I,

delivery of the record of each day's hearing shall be deemed to have been effected properly ~~when the required number of transcripts of the day's hearing are either~~ (1) delivered to each recipient designated in the work order at the hearing site (or other place(s) in the vicinity as directed) by 8:15 a.m. of the day following the hearings, and/or (2) delivered to the Headquarters office identified in the work order or (3) if the hearing is not to continue the following day, delivered to the Headquarters office identified in the work order, by 8:15 a.m. of the first normal working day after the hearing.

e. ^{Five} ~~5~~-Hour Copy (Regardless of location of the hearing). When the Contractor is directed to deliver 5-hour copy as specified in Article I, delivery of the required number of transcripts of such session shall be deemed to have been effected properly when delivered to each recipient designated in the work order at the location of the hearing (or other place(s) in the vicinity as directed) within five hours after the close of each session of the hearing, or (2) if the hearing is not scheduled to continue the following day, delivered to the recipients designated in the work order at such time and place as they direct, but in the absence of such direction, to the Headquarters office identified in the work order by 8:15 a.m. of the first normal work day after the hearing was adjourned.

✓ Evening Sessions.

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

(a) Prior to 6:00 p.m.; on or before 8:15 a.m. the following day for hearings held in the Washington, D.C., Metropolitan Area, and by 9:00 a.m. of the following day for hearings held at locations other than the Washington, D.C., Metropolitan Area pursuant to the provisions of paragraph c or d as applicable.

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

(2) No extension of time will be allowed for 5-hour, 5-day, or 10-day delivery because of evening sessions.

9. Allowance For Distance

The Contractor shall meet the 8:15 a.m. next day delivery requirement for all deliveries to hearing site and NRC Headquarter locations but will be allowed additional time for Headquarter delivery only according to the following schedule:

Transcripts should be sent by Express Mail Service, or other means deemed acceptable by the Contractor, to meet this delivery schedule when hearings are held in the following locations;

Hearing Location

Delivery (Business Days)

HEADQUARTERS
ACCEPTANCE

1. Washington Area

New York
Pennsylvania
New Jersey
Delaware
Maryland
District of Columbia
Virginia
West Virginia

Next day;
1 day maximum
(except metropolitan
Washington, D.C.)

9 DAYS (Except
metropolitan Wash
D. C. - 8 days)

2. New England

Maine
Vermont
New Hampshire
Massachusetts
Connecticut
Rhode Island

~~Next day;~~
~~2 days maximum~~

~~10 days~~

3. The South

Kentucky
Tennessee
North Carolina
South Carolina
Mississippi
Alabama
Georgia
Florida

~~Next day;~~
~~2 days maximum~~

~~10 days~~

4. North Central

Minnesota
Wisconsin
Michigan
Ohio
Indiana
Illinois
Iowa
Missouri

~~Next day;~~
~~3 days maximum~~

~~11 days~~

5. Central

Montana
North Dakota
Idaho
Wyoming
South Dakota
Nebraska
Kansas
Oklahoma
Utah
Colorado
New Mexico
Texas
Arkansas
Louisiana

Next day;
4 days maximum

12 days

6. Western

Washington
Oregon
California
Nevada
Arizona

Next day;
5 days maximum

13 days

7. Non Continental or Contiguous States

Alaska
Hawaii

Next day;
5 days maximum

14 days

Territories or Commonwealths

Virgin Island
Puerto Rico

STET

Allowance for Delivery Dates Falling on Sundays or Legal Federal Government Holidays. If the time for delivery falls on a Sunday or on a legal Federal Government holiday, delivery shall be completed on the following Federal Government business day at the same hour as delivery would have been required had the delivery day not fallen on Sunday or a legal Federal Government holiday. This subparagraph is not applicable to daily copy and 5-hour copy unless delivery has been otherwise directed as provided in paragraphs (3) and e.(2).

DO NOT
OCLATER
(OCLATED BY ERROR)

DELIVERIES OR PERFORMANCE (Continued)

1. TIME OF DELIVERY AND PLACE (Continued)

4. Adjourned Hearings. In the event a hearing is continued, adjourned or recessed and a period of three calendar days or more (Sundays and legal Federal Government holidays excluded) elapses between the date of adjournment and the date of hearing is resumed, each adjourned hearing shall be considered as a separate hearing for the purpose of computing the time for delivery of the transcript.

2. PUBLIC DOCUMENT ROOM DELIVERY

A copy of each transcript shall be delivered to the local Public Document Room (locations to be supplied by NRC) nearest the site of the hearing within 5 days after the hearing when requested in the work order by the presiding officer. Billing for these transcripts shall be at the rate set forth under Article I, Item 1, (b) iii.

ARTICLE ~~VII~~- INSPECTION AND ACCEPTANCE

1. Preliminary inspection and acceptance of the materials and services set forth herein shall be made at the places specified in Article VI by the Commission's receiving party, but final inspection and acceptance shall be made by the Contracting Officer or his authorized Headquarters representative as set forth in Article VI.

ARTICLE VIII-SPECIAL PROVISIONS

A. LATE OR DEFECTIVE DELIVERY

If the Contractor fails to make delivery within the times as directed, fails to furnish transcripts in accordance with the provisions of Article II and VI above, or fails to correct promptly upon notice material deemed by the Project Officer to be illegible or defective, payment will be at the applicable price as specified in Items 1 through 7 for the actual delivery of acceptable copy, i.e., if daily copy is not delivered by the time specified herein, payment shall be made for such copy at the 5-day rate; if the daily copy is not delivered in 5 days, payment shall be made for such copy at the 10-day rate; and if such delivery is later than 10 days, the price paid shall be computed at the 10-day rate less 10% per day, down to a minimum of 50%.

19-10-1917

5490 OK what?

~~01-7-6 10 AM DATE~~

Considered 740 lbs. 25% of the 16. long. 250

DELIVERIES OR PERFORMANCE (Continued)

1. TIME OF DELIVERY AND PLACE (Continued)

1. Adjourned Hearings. In the event a hearing is continued, adjourned or recessed and a period of three calendar days or more (Sundays and legal Federal Government holidays excluded) elapses between the date of adjournment and the date of hearing is resumed, each adjourned hearing shall be considered as a separate hearing for the purpose of computing the time for delivery of the transcript.

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*What?
10-day rate*

50% OR WHAT?

OR THE 10 DAY RATE.

Contractor not to be less than 50% of the 10 day rate.

SPECIAL PROVISIONS (Continued)

B. COPIED MATTER

ORIGINAL COPY

a. Any document ordered to be copied verbatim into the transcript shall be paid for at the same rate as spoken testimony. Any document ordered to be added to the transcript as an exhibit or otherwise shall be paid for at the page rate in accordance with additional copies as set forth in the Schedule.

b. Whenever documentary testimony is accepted by the Presiding Officer for the record and furnished to the contractor in insufficient numbers the contractor shall make the necessary number of copies and shall be paid the page rate in accordance with additional copies as set forth in the Schedule.

C. EXPENSES OF CONTRACTOR

No expenses incurred by the contractor in the performance of his duties under this contract shall be borne by the Commission, except as provided for in Article VIII, Provision D., "Guaranteed Minimum".

D. GUARANTEED MINIMUM *VII*

The contractor shall be paid a minimum of \$50.00 per day per person for attending hearings within the Washington, DC Metropolitan Area and \$100.00 per day per person for attendance at hearings outside the Washington, DC Metropolitan Area. The guaranteed minimum will not be paid when transcripts ordered at rates quoted herein equal or exceed the guaranteed minimum. In the event the Government elects to dispense with the furnishing by the contractor of transcripts of hearings regardless of how many hours the hearings have taken, the Government agrees to pay the daily minimum established above for such day.

In the event that the transcripts furnished to the Government do not exceed the guaranteed minimum, the contractor shall receive payment for the transcript taken plus the difference between the costs for the actual transcript taken and the applicable guaranteed minimum.

The Government reserves the right to cancel a hearing without any penalty charges provided the contractor is given proper notice specified in Article II, Section K. If proper notice is not given, the guaranteed minimum will apply.

on 5 10 am of the CD procedure
1 CD provided scheduled hearing

If, after presenting himself to the presiding officer or other person in charge at the time and place of a hearing scheduled to be held, the contractor is notified that the hearing has been postponed or cancelled, the contractor will be paid the applicable guaranteed minimum rate and reimbursed for reasonable expenses incurred by the contractor incident to its attendance, including transportation and subsistence not to exceed the maximum rates set forth in the contractor's approved travel policy on file with the NRC.

The contractor shall, if requested by the Commission, furnish evidence satisfactory to the contracting officer that failure to receive

the said notice of postponement of cancellation prior to the arrival at the hearing site was not due to his negligence.

E. CHARGES

For any hearing that starts during regular hours, the Contractor shall charge the Commission at the rate(s) stipulated in Items 1 and 4 hereof for the particular service and corresponding delivery schedule listed for the regular hours category. If such hearing starts before regular hours or extends beyond regular hours, the rate(s) set forth in Items 2 and 5 hereof for service during non-regular hours shall be effective; limited, however, to that portion of work performed during non-regular hours.

F. FAILURE OF CONTRACTOR TO APPEAR

If the contractor does not appear at the place and time specified for a hearing after being notified in accordance with Article II, Section 2, "No Orders" of the place and time for the scheduled hearing, the Commission representative may call in a substitute reporting firm, and the Contractor shall reimburse the Commission for any extra expense incurred on account thereof. The Commission may deduct such expenses from any sum otherwise due the Contractor.

SPECIAL PROVISIONS (Continued)

G. SALE OF COPIES

- in portion
transcript
on condition*
- a. Except as specified below, the Contractor agrees to sell to the public copies of transcripts or portions thereof covered by this contract. The charges for copies required by the public on a same or longer time basis as ordered by the Commission, shall not exceed the prices paid by the NRC for said copies ordered from the Contractor under Items 1b, 2b, 4b and 5b of this contract.
 - b. Copies required by the public on a faster basis than required by the Commission will be furnished by the Contractor and charges for same shall be not more than the unit prices listed in the schedule of charges set forth under Items 1b, 2b, 4b and 5b of this contract, plus the difference in the cost of the original copy which would have been charged to the NRC if it had ordered the faster service.
 - c. The sale of copies by the Contractor as set forth above shall include all orders by the public whose time requirements cannot be met by the Commission.
 - d. The Contractor is not authorized to sell copies of transcripts or portion thereof of any closed or in-camera sessions to the public.

*will be
made
in camera*

H. RESTRICTIONS ON DISCLOSURE

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

Any information in any form gained in the course of performance of duties hereunder, which is designated by the Presiding Officer as classified or some other restrictive classification shall be governed by the provisions hereof entitled "Private Use of Contract Information and Data", Subsection 10 and "Retention of Exempt Material", Subsection 15.

E THE PRICE OF ORIGINAL AND COPIES
SOLD TO THE NUCLEAR REGULATORY COMMISSION
SHALL CONSIDER THE PROFITS THAT MAY
BE REALIZED IN THE COPIES SOLD TO THE PUBLIC

SPECIAL PROVISIONS (Continued)

I. MATERIALS

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

J. PRIVATE USE OF CONTRACT INFORMATION AND DATA

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

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

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

The Commission will supply the Contractor with working space, desk or table, chair, lights, and storage space with respect to work involving Top Secret material. The Contractor will, unless otherwise provided, perform all work involving top secret material including transcription of reports which contain such material within the Commission supplied premises or other approved Government facilities and not the place of business of the Contractor's Confidential and Secret Classified material may be worked on at the Contractor's cleared facility.

2. Contractor's duty to safeguard Restricted Data / Formerly Restricted Data and National Security Information. In the performance of the work under this contract, the contractor shall, in accordance with the Nuclear Regulatory Commission's security regulations and requirements be responsible for safeguarding Restricted Data, Formerly Restricted Data, and National Security Information and protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to the Nuclear Regulatory Commission specifying the classified matter to be retained. (note A). If retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

Arundinaceae

3. Restricted Labor - Peasants

D. Formerly collected under *Thymus*

~~Let public~~ ~~proceeding~~

THE CIRCUMSTANCES IN WHICH PUBLIC INFORMATION
IS ~~BEING~~ GATHERED NOT INCLUDING ^{Classified} ~~SECRET~~ MATTERING, THE

THE IS ONLY RESPONSIBLE FOR PROVIDING A LOCATION FOR THE REPORTER DURING THE TRAVEL JITTER. THE SPACE FOR EXISTS, COPY EQUIPMENT, OR ANY OTHER NECESSITIES.

THE RECENTER WORKING UNDER IN CONSTRUCTION WITH ~~THE~~ ^{THE} ~~RECENTER~~
~~RECENTER~~ SHALL BE AT THE DISCRETION OF THE COMMISSION

①. Character of "action" to render

① "Internal Security Information" given

SPECIAL PROVISIONS (Continued)

L. SECURITY (Continued)

2. Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission.

3. Definition of Restricted Data. The term "Restricted Data," as used in the clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1934, as amended.

4. 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 1934, as amended.

5. Security clearance of personnel. The contractor shall not permit any individual to have access to Restricted Data; Formerly Restricted Data; or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

6. Criminal Liability. ~~It is understood that~~ disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (see the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq; 18 U.S.C. Sections 793 and 794; and Executive Order 12065, as amended).

7. 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.

Note A: The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known.

8. The term "classified information" means information, including Restricted Data or Formerly Restricted Data, which requires safeguarding in the interest of national security.

9. The term "National Security Information" means information or matter that is owned by, produced for or by, or under the control of, the United States Government and that has been determined pursuant to Executive Order 12065 or prior orders to require protection against unauthorized disclosure and is so designated.

SPECIAL PROVISIONS (Continued)

M. CLASSIFICATION

In the performance of the work under this contract, the Contractor shall assign classifications to all documents, material and equipment originated or generated by the Contractor in accordance with classification guidance furnished to the Contractor by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order the subcontractor or supplier shall assign classifications to all such documents, material and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the Contractor.

N. SECURITY CLASSIFICATION

1. The highest classification applicable to the service to be furnished under this contract will be TOP SECRET, National Security Information, including Restricted Data. The contract Security/Classification Requirements are set forth in NRC Form 187, attached hereto as Attachment 3.
2. Notwithstanding the provisions of Subsections L and M to this contract entitled "Security" and "Classification," to the contrary, and in addition thereto, the parties hereto agree that the NRC Project Monitor shall be the Authorized Classifier for all classified information or material delivered under this contract and NRC shall provide classification guidance to the Contractor as required in the performance of this contract.
3. The contractor and contractor's personnel will be governed by, and shall assign classification markings to information or material, originated or generated by the contractor as determined by the Project Monitor.
4. If subsequent to the date of this contract, the security level under the contract is changed by the Commission and such change causes an increase or decrease in the estimated cost or the time required for performance under the contract, the contract cost, delivery schedule, or both and any other provisions of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs. Any equitable adjustment shall be accomplished in the same manner as if such changes were directed under the "Changes" clause of the contract.

O. RETENTION OF EXEMPT MATERIAL

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

2. Retention of transcripts from public hearings

The contractor shall, under no circumstances, retain any portion of a transcript, including shorthand or longhand notes, stenotype tapes, cassette tapes, memoranda, and material of every description relating thereto, and copies thereof, taken during an in camera session at any regulatory hearing or other proceeding or at any other closed hearing or meeting which contains information exempt from public disclosure pursuant to the Commission's regulations, including, but not limited to, trade secrets, confidential or privileged business or financial information, or information the disclosure of which would constitute an unwarranted invasion of personal privacy.

~~Therefore~~ The contractor shall return to Commission all of the above mentioned documents which contains information exempt from public disclosure pursuant to the Government in the Sunshine Act or the Commission's regulations at the time of delivery of the transcript.

3. Final delivery and restrictions

The contractor further agrees that all work, including shorthand or longhand notes, stenotype tapes, memoranda, and material of every description relating thereto not covered above or documents not covered under number 12 Security herein, shall be held by the contractor subject to the authority and control of the Commission until the expiration of the contract at which time they shall be delivered to the Commission. The contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

P. Subcontract for Work or Services

1. The contractor is authorized to utilize the following firms/individuals as subcontractors in the performance of any resultant work orders issued hereunder:

- a. Cunningham Reporting Associates, Inc.
- b. Fivecoat and With
- c. Ms. Bobbie Ames
- d. Hostetler and Associates
- e. Halsell and Halsell Reporters
- f. Gore Reporting Company
- g. Noon and Pratt Court Reporters and Deposition Notaries
- h. Hyatt and Associates, Inc.
- i. Express Typing Services
- j. DiSimone Computer Reporting, Inc.
- k. Logan and Styrbicki
- l. JoAnn Austin
- m. Peterson Reporting Company
- n. Vowell and Jennings

2. Notwithstanding 1 above, no contract shall be made by the contractor with any other party for furnishing any of the work or services herein contracted for without the prior written approval of the contracting officer, but this provision will not be taken as requiring the approval of contracts of employment between the contractor and personnel assigned for services hereunder.

4 → 7. SERVICE CONTRACT ACT WAGE DETERMINATION

The following U.S. Department of Labor Wage Determination Register is hereby incorporated by reference and attached hereto as Attachment 2.

Wage Determination No.
76-553R6

Date
9/25/80

Should a list of authorized subcontractors be listed or should the contractor submit a list for approval?

FILE
ARTICLE ~~XX~~ - CEILING

The present estimate for performing the work under this contract is ~~\$977,019.30~~. The amount initially obligated by the Commission for such performance during the period from the effective date of contract through September 30, 1982 is ~~\$800,000.00~~. The obligational ceiling specified above may be increased by the Contracting Officer at his discretion from time to time by written notice to the Contractor. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the ceiling, the Contractor shall be excused from further performance of the work (except to meet existing commitments and liabilities) unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. If and to the extent that such ceiling has been increased, any costs incurred by the Contractor in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling.

Article IX
ARTICLE ~~X~~ TRAVEL REIMBURSEMENT - OUTSIDE THE WASHINGTON METROPOLITAN AREA

1. Total expenditure for domestic travel shall not exceed \$286,000.00 without the prior approval of the Contracting Officer. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer, in accordance with the contractor's approved travel policy on file with the NRC. In the event the option is exercised, the total expenditures for the option year for domestic travel shall not exceed \$309,000.00 without the prior approval of the Contracting Officer.
2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the contractor's established, generally applicable travel policy; provided, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the contractor's established, generally applicable travel policy.
4. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the contractor's established, generally applicable travel policy.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. Any revision to the contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of

ARTICLE IX TRAVEL COSTS

All travel costs are the responsibility of the Contractor and will not be separately reimbursed by the Commission.

ARTICLE VI - PAYMENT AND INVOICE REQUIREMENTS

- A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated in Article I for supplies delivered and accepted, as herein provided.
- B. Invoices shall be submitted bi-monthly for the first three months of performance. Thereafter invoices shall be submitted monthly. An original and 4 copies of invoices shall be submitted to the U.S. Nuclear Regulatory Commission, Division Accounting and Finance, Office of Resource Management, Attn: GOV/COM Accounts Section, Washington, DC 20555. To constitute a proper invoice, the invoice must include the following information and/or attached documentation.
 - (1) Name of the business concern and invoice date.
 - (2) Contract number, work order number, or other authorization for delivery of property or services.
 - (3) Description price and quantity of property and services actually delivered or rendered.
 - (4) Shipping and payment terms.
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (6) Other substantiating documentation or information as required by the Contracting Officer.
- C. If this contract provides for a discount, the contractor shall indicate the contract's discount terms (Block 16 of Page 1) on the face page of the invoice or voucher.
- D. Additional provisions relating to payment are contained in Article VII of the General Provisions.

ARTICLE VII - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the Contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

Frank Tayloe, Manager/Reporter
 Ann Riley, Manager/Reporter
 Dileen Milton, Office Supervisor, (Washington, DC)
 Mary Simons, Reporter
 Barbara Whitlock, Reporter
 Carol Masiello, Reporter
 Sue McNaney, Office Supervisor (Norfolk, VA)
 Susie Young, Transcriber
 Sharon Connelly, Transcriber

²¹¹
 ARTICLE ~~XIII~~ - PROJECT OFFICER

~~ELUCIDATIONS~~

Patricia Sullivan, Doris Moran and Patricia Wilder are hereby designated as the Contracting Officer's Authorized Representatives (hereinafter called Project Officers) for technical aspects of this contract. The Project Officers are not authorized to approve or request any action which results in or could result in an increase in contract cost, or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

⁶
 The Project Officers are responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptance required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officers are authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officers to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE IX of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance 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.
-
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 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.
- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

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 B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

- D. Any unauthorized commitment or direction issued by the Project Officer 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.
- E. 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 shall be subject to the provisions of the contract clause entitled "Disputes."

~~XIV~~
~~XV~~
ARTICLE ~~XIV~~ - SECURITY

It is expected that the performance of any resultant contract will require access to classified information. A Secret Facility and a "Q" Personnel Clearance is required for work performed under any resulting contract. The resulting contract will involve access to Restricted Data. Facility and Personnel Security Clearances shall be processed and granted in accordance with NRC Manual Chapter 2101. NRC Security Program.

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

~~XIV~~
~~XV~~
ARTICLE ~~XIV~~ - GENERAL PROVISIONS

This contract is subject to the Fixed Price Supply Contract General Provisions dated April 1, 1982, which is attached hereto as Attachment 5 and by reference made a part hereof. The following additional clauses are also included and made a part hereof: