

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 | 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 9/25/06		2. CONTRACT NO. (if any) GS35F0808R		6. SHIP TO:	
3. ORDER NO. DR-21-06-235		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: James Cavanaugh	
4. REQUISITION/REFERENCE NO. ASB 06 235		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS Mail Stop: 3F23, 301-415-7408	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR CAPTION REPORTERS INC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY	Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 9450 PENNSYLVANIA AVE STE 20		e. STATE MD	f. ZIP CODE 207723665	Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY UPPER MARLBORO		9. ACCOUNTING AND APPROPRIATION DATA 67D-15-5B1-306 N7027 252P 31X0200 OBLIGATE: \$20,000 FFS#: ASLO6308 DUNS: 869163121		10. REQUISITIONING OFFICE ASB ASLBP	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/29/2007		16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall perform the work described in the attached Statement of Work entitled "Real-time Captioning Services", in accordance with Delivery Order No. DR-21-06-235 and GSA Schedule GS-35F-0808R.</p> <p>This is a time and materials type order with a ceiling amount of \$78,000.</p> <p>The period of performance of this order shall be from the September 30, 2006 - September 29, 2007, with options to extend the term of the contract.</p> <p>The amount of \$20,000 is obligated at the time of award.</p> <p>Attachments: Schedule of Prices/Cost Terms & Conditions Statement of Work Form NRC 187</p> <p>DUNS#: 869163121</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$78,000.00	17(h) TOTAL (Cont. pages)
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:					
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2		b. STREET ADDRESS (or P.O. Box) Attn: (DR-21-06-235)				\$78,000.00	17(i). GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				
22. UNITED STATES OF AMERICA BY (Signature) <i>Valerie M. Whipple</i>				23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

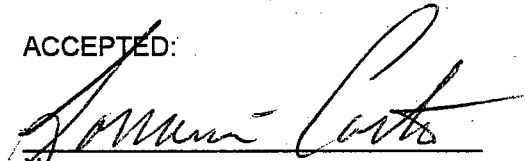
TEMPLATE - ADM001

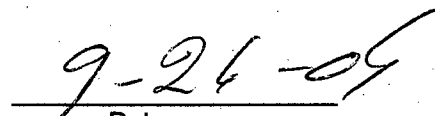
SUNSI REVIEW COMPLETE

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:


Name


Date

Title

TERMS AND CONDITIONS

B.1 PROJECT TITLE

Real-Time Captioning Services

B.2 SCHEDULE OF CHARGES

In the event that the Contractor negotiates increased unit prices under their GSA Contract No. GS-35F-0808R, all rates stated below shall remain in full force and effect.

BASE YEAR				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	[REDACTED]	\$52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	[REDACTED]	\$4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	[REDACTED]	\$2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	[REDACTED]	\$20,000.00

OPTION YEAR 1				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	[REDACTED]	\$52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	[REDACTED]	\$4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	[REDACTED]	\$2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	[REDACTED]	\$20,000.00

OPTION YEAR 2				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	[REDACTED]	\$52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	[REDACTED]	\$4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	[REDACTED]	\$2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	[REDACTED]	\$20,000.00

OPTION YEAR 3 (THRU AUGUST 24, 2010)				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	[REDACTED]	\$52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	[REDACTED]	\$4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	[REDACTED]	\$2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	[REDACTED]	\$20,000.00

SCHEDULE

BASE PERIOD				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	\$ [REDACTED]	\$ 52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	\$ [REDACTED]	\$ 2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 20,000.00

OPTION PERIOD 1				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	\$ [REDACTED]	\$ 52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	\$ [REDACTED]	\$ 2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 20,000.00

OPTION PERIOD 2				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	\$ [REDACTED]	\$ 52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	\$ [REDACTED]	\$ 2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 20,000.00

OPTION PERIOD 3 (THRU AUGUST 24, 2010)				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN 001 - Captioning Services	[REDACTED]	hrs.	\$ [REDACTED]	\$ 52,000.00
CLIN 002 - Hard Copy Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 4,000.00
CLIN 003 - Meeting Setup Fee	[REDACTED]	hrs.	\$ [REDACTED]	\$ 2,000.00
CLIN 004 - Electronic Transcripts	[REDACTED]	pgs.	\$ [REDACTED]	\$ 20,000.00

B.3 CONSIDERATION AND OBLIGATION

- (1) The total estimated amount of this order (ceiling) is **\$78,000.00**. (Base Period)
- (2) In the event that the Government exercises optional work pursuant to FAR Clause 52.217-8 and FAR Clause 52.217-9 incorporated in this delivery order, the total estimated amount of this order will increase as follows:

<u>Option</u>	<u>Amount</u>	<u>Period Covered</u>
Option Period One:	\$78,000	September 30, 2007 – September 29, 2008
Option Period Two:	\$78,000	September 30, 2008 – September 29, 2009
Option Period Three:	\$78,000	September 30, 2009 – August 24, 2010

- (3) The amount presently obligated with respect to this order is **\$20,000.00**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.4 TYPE OF DELIVERY ORDER

This delivery order is fixed price time and materials with a ceiling.

B.5 PERIOD OF PERFORMANCE

The period of performance of this order shall be approximately one year (Base Period), with three option periods, as follows:

September 30, 2006 – September 29, 2007 (Base Period)
September 30, 2007 – September 29, 2008 (Option Period 1)
September 30, 2008 – September 29, 2009 (Option Period 2)
September 30, 2009 – August 24, 2010 (Option Period 3)

B.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and program for their employees when operating company-owned, rented, or personally owned vehicles.

B.7 CLAUSES INCORPORATED BY REFERENCE

1. FAR 52.232-7, "Payments under Time-and-Materials and Labor-hour Contracts."
2. FAR 52.243-3, "Changes -- Time-and-Materials or Labor-Hours."
3. FAR 52-217-8, "Option to Extend Services."

B.8 CLAUSES INCORPORATED - FULL TEXT

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 the period of performance of the delivery order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 sixty (60) months.

(End of clause)

B.9 PROJECT OFFICER

The contracting officer's authorized representative(s) hereinafter referred to as the project officer(s) for this delivery order is:

Project Officer: James Cavanaugh

- (a) Performance of the work under this delivery order is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:
 - (1) Technical direction to the delivery order or 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 Performance Based Statement of Work (PBSOW) or changes to specific travel identified in the PBSOW), fills in details, or otherwise serves to accomplish the contractual PBSOW.
 - (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 delivery order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the delivery order.
- (b) Technical direction must be within the general performance based statement of work stated in the delivery order. The project officer 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 delivery order.
 - (2) Constitutes a change as defined in the "Changes" clause of this delivery order.
 - (3) In any way causes an increase or decrease in the total estimated delivery order cost, the fixed fee, if any, or the time required for delivery order performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the delivery order.
 - (5) Terminates the delivery order, settles any claim or dispute arising under the delivery order, or issues any unilateral directive whatever.
- (c) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (d) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (e) 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 (b) 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 delivery order accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate delivery order 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.
- (f) 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 delivery order.
- (g) 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.
- (h) 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 delivery order.
- (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.

(End of Clause)

B.10 Badge Requirements for Unescorted Building Access to NRC Facilities (March 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. 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.

(End of Clause)

**B.11 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(REPRESENTATION) (OCT 1999)**

I represent to the best of my knowledge and belief that:

The award to Caption Reporters, Inc. of a contract or the modification of an existing contract does not involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

B.12 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 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.

(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.

B.13 BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

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

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop T-7-I-2
Washington, D.C. 20555

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

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

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

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

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-I2
Washington, DC 20555-0001

(a) Purchase Order No:
(b) Voucher/Invoice No:
(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period _____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
<u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

STATEMENT OF WORK: REAL-TIME CAPTIONING SERVICES

BACKGROUND

In keeping with the U.S. Nuclear Regulatory Commission's (NRC) mission to protect the public health and safety in the Nuclear Reactor, Materials and Waste arenas, many public meetings, are held as part of the decision making process of licensing nuclear facilities. These activities are an extremely important and closely scrutinized part of the NRC'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 NRC and adversely impact its regulatory review process. The subject matter to be captioned during the meetings is very complex and of a highly technical nature, primarily in the field of nuclear reactors and nuclear energy. There can be frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, and often extremely informal.

SCOPE OF WORK

The contractor shall provide stenographic-based captioning services for real-time verbatim translation for broadcasting (media streaming) NRC headquarters meetings to the world-wide-web (Internet) with accompanying electronic and hard copies of transcripts. It is required that these services be done on-site at NRC headquarters. Occasionally, captioning services will be required to be added to a videotape after a meeting has been held.

DESCRIPTION OF SERVICES

1. Captioning Services: The contractor shall provide the necessary industry standard stenographic equipment, cables, software, computer and personnel trained in stenography with additional specialized training to provide the instant verbatim translation of the spoken word into English text. The contractor shall supply the computer-aided-transcription (CAT) software that is compatible with the NRC PDR885 encoder manufactured by Link, Incorporated. The NRC will provide the RS232 line to feed the text from the contractor's computer to the NRC's encoder. The NRC estimates the use of these services for approximately 40 meetings to be held at the NRC headquarters located at 11555 Rockville Pike, Rockville, Maryland. Each meeting will be approximately two to four hours long.

When a meeting is not captioned live, occasionally, captioning will be required after the fact. Again, this will require on-site work and coordination with the NRC's audio visual department to add the captioning to the video tape.

At the opening and close of each of the NRC meetings, the contractor shall provide the following credit, the substance of which applies to the Contractor's actions as well:

"Captioning Made Possible by (insert Contractor's name) in Cooperation with the United States Nuclear Regulatory Commission. Any use of the Captioning Coverage of these meetings for Political or Commercial Purposes is Expressly Prohibited by the U.S. Nuclear Regulatory Commission."

2. Hard Copy Transcript: The contractor will furnish a "next day" hard copy bound transcript which accurately reflects the full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during a meeting. If there are consecutive days of meeting each transcript is due the next day as is outlined in the Performance Standards. The original of the transcript shall be authenticated by an original signature of the Official Reporter reporting the hearing by a certificated page at the end of the transcript that states: "This is to certify that the attached proceeding before the United States Nuclear Regulatory Commission (NRC) in the matter of: (Title of Meeting) (Place of Proceeding) was held as herein appears, and that this is the original transcript; therefore, the record of the NRC taken by me and thereafter reduced to the written word under the direction of the court reporting company, and that the transcript is a true and accurate record of the foregoing proceeding: /SO (Signature Typed) Official Reporter Company's Name"

3. Electronic Copy Transcript: The Contractor shall furnish a compatible electronic version in a format identical to the hard copy transcript via e-mail to the NRC Project Officer. There will be no cost to the NRC for the disk or electronic media versions of the transcript. The electronic copies are due at the same time as the hard copies.

WORK ORDERS

Orders for services required hereunder will be placed or issued by the Project Officer or his authorized representatives at least 48 hours before the start of a meeting. Work Orders will be electronically generated by the requesting NRC Office and will be e-mailed via the NRC Local Area Network (LAN) to the Project Officer. The Work Order will be reviewed and confirmed by the Project Officer and forwarded electronically via the world wide web (Internet) e-mail service or by fax machine to a predetermined Contractor address. The Contractor shall review the work order and complete the appropriate acknowledgment and confirmation sections and return the electronic work order to the address of the Project Officer.

Work orders submitted by the NRC will state the time, date, place of the meeting, Presiding Officer and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or diskettes required, the delivery schedule, pagination instructions to assure the continuation of pagination when applicable, 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 number of the person placing the request with the date and other pertinent information as necessary.

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 ten (10) calendar days after the expiration of the contract, or any extension thereof.

PERFORMANCE STANDARDS

The accuracy of the captioning services provided under this contract will be the sole responsibility of the contractor. The contractor will be responsible for building and maintaining computerized dictionaries of NRC terminology and proper spelling of names. The contractor shall maintain the steno-based captioning services for the real-time verbatim translation (media streaming) level of accuracy at not less than 98.6 percent accurate at the average rate between 225 and 250 words per minute. The hard copy bound version of the transcribed record shall provide a 100% record of everything spoken during a session. The 1-day original must be delivered by 12:00 P.M. the next business day following a meeting unless the meeting begins at 2:00 P.M. or later in which case, delivery is by 12:00 P.M. the second business day after the meeting was held. Failure to comply with this standard may be grounds for termination. The contractor shall be responsible for responding promptly to complaints or other notices or advice regarding inaccuracies in capturing the spoken word.

METHOD OF SURVEILLANCE

The project officer will review with the recipients for defects in accuracy of captioning and timeliness and accuracy of transcription services.

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:

If the 1-day delivery is not delivered by 12:00 P.M. on the next business (or on the second business day when meetings begin at 2:00 P.M. or later) day payment will be made at the 1-day rate less 10 percent per day, of the cost of the transcript (not the cost of the captioning) to a maximum reduction of 50 percent of the 1-day rate for each page, as applicable.

If the Contractor fails to secure a reporter or a reporter is a no show or not on time, and unable to perform the live captioning, \$300 is to be deducted from a subsequent bill. This does not preclude the requirement to caption a videotape or produce a transcript after the fact.

Cancellation of Meetings

In the event a meeting is canceled by the NRC, the Contractor will be notified as soon as the cancellation becomes known. If less than four hours notice is given by the NRC, the contractor will be compensated and paid the guaranteed minimum of \$250.

GOVERNMENT FURNISHED

1. PDR885 encoder manufactured by Link, Incorporated
2. RS232 line
3. Meeting agendas are available on the NRC WEB site to facilitate building dictionaries
4. The NRC will incur the costs for delivery of tapes to and from the contractor.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

<p>1. CONTRACTOR NAME AND ADDRESS</p> <p style="font-size: 1.2em; text-align: center;">To Be Determined</p>	<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p>	<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">B. PROJECTED START DATE</td> <td style="width: 50%;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">02/01/2007</td> <td></td> </tr> </table>	B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	02/01/2007		
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE					
02/01/2007						

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

A. DOES NOT APPLY <input checked="" type="checkbox"/>	B. CONTRACT NUMBER	DATE
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4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Real-Time Verbatim Captioning/Reporting Services

5. PERFORMANCE WILL REQUIRE	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. IS FACILITY CLEARANCE REQUIRED? YES NO

C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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	SIGNATURE	DATE
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

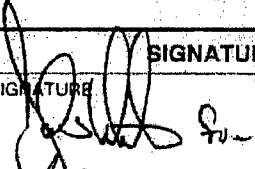
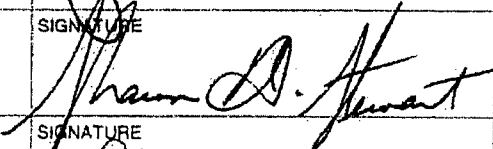
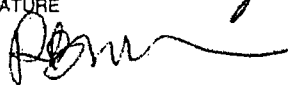
- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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 Hawkens, Chief Administrative Judge	SIGNATURE 	DATE 7/27/06
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon D. Stewart	SIGNATURE 	DATE 8/3/06
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott	SIGNATURE 	DATE 8/7/06

REMARKS

6/2/06