ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: 9/28/2007
2. CONTRACT NO. (If any): GS35F0808R
3. ORDER NO.: DR-21-07-237 MODIFICATION NO.:
4. REQUISITION/REFERENCE NO.: ASB-07-237
5. ISSUING OFFICE (Address correspondence to):
U.S. Nuclear Regulatory Commission
Div. of Contracts/CMB3
Attn: Betty Freeman (301) 415-0587
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: Attn: James Cavanaugh
Mail Stop T-3F23
11545 Rockville Pike
c. CITY: Rockville
d. STATE: MD
e. ZIP CODE: 20852
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: CAPTION REPORTERS INC
b. COMPANY NAME: ATTN: LORRAINE CARTER
c. STREET ADDRESS: 9450 PENNSYLVANIA AVE STE 20
d. CITY: UPPER MARLBORO
e. STATE: MD
f. ZIP CODE: 207723665

8. TYPE OF ORDER
[ ] a. PURCHASE
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.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery 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.

9. ACCOUNTING AND APPROPRIATION DATA $229,829.00
APPROPRIATIONS DATA -- SEE PAGE 2
DUNS: 869163121

10. REQUISITIONING OFFICE ASB
ATOMIC SAFETY LICENSING BOARD PANEL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL
[ ] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED
[ ] g. SERVICE-DISABLED VETERAN-OWNED
[X] d. WOMEN-OWNED
[ ] e. HUBZone
[ ] f. EMERGING SMALLBUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 09/29/2007

16. DISCOUNT TERMS: NET 30

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)
	The Contractor shall perform the work described in the attached Statement of Work (SOW) entitled "Real-Time Captioning Services," in accordance with Delivery Order No. DR-21-07-237 and GSA Schedule GS-35F-0808R. This ia a time and materials type order with a ceiling amount of $230,000. The period of performance of this order shall be from September 30, 2007-September 29, 2008, with two one-year options to extend the term of the contract. The amount of $229,829 is obligated at the time of award. Continuation.....See page 2 NRC Contact: James Cavanaugh (301) 415-7408 JAC8@nrc.gov Contractor Contact: Lorraine Carter (301) 599-1899 caption@captionreporters.com					

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
b. STREET ADDRESS (or P.O. Box): Attn: (DR-21-07-237)
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

17(h) TOTAL (Cont. pages)

17(i). GRAND TOTAL $229,829.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Robert B. Webber
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2001)
PRESCRIBED BY GSA/FAR (48 CFR) 53.213(f)

TEMPLATE ADM001
SUNSI REVIEW COMPLETE
ADM002

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
	GS35F0808R	DR-21-07-237

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	ATTACHMENTS: Schedule of Prices/Cost Terms & Conditions Statement of Work Lists 1 & 2 - Potential Hearings Form NRC 187					
	APPROPRIATION DATE:					
	77D-15-333-204, N7157, 252A, 31x0200 ASL07330 $ 20,000 77D-15-300-179, N7045, 252A, 31x0200 ASL07331 $ 99,829 77D-15-300-179, N7157, 252A, 31x0200 ASL07332 $100,000 77D-15-344-204, E7000, 252A, 31x0200 ASL07329 $ 10,000					
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					

TERMS AND CONDITIONS

B.1. PROJECT TITLE

Real-Time Captioning Services

B.2. SUPPLIES OR SERVICES AND PRICES/COSTS

Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

BASE YEAR				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN001- Realtime Captioning	[redacted]	hrs.	[redacted]	$ 161,850
CLIN002-PDFWP-4 hrs	[redacted]	pgs.	[redacted]	$ 27,500
CLIN003-PDF-WP-3days	[redacted]	pgs	[redacted]	$9,020
CLIN004-PDF&WP corrections	[redacted]	pgs.	[redacted]	$3,000
CLIN 005 PDF Transcript Final	[redacted]	pgs.	[redacted]	$9,750
CLIN 006-Travel	ESTIMATED NOT-TO-EXCEED			$18,709
TOTAL BASE YEAR				**$229,829**

OPTION YEAR 1				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN007-Realtime Captioning	[redacted]	hrs.	[redacted]	$182,000
CLIN008- PDF&WP 4 hrs	[redacted]	pgs.	[redacted]	$66,000
CLIN009- PDF&WP 3 days	[redacted]	pgs.	[redacted]	$18,040
CLIN010-PDF&WP corrected	[redacted]	pgs.	[redacted]	$4,000
CLIN011-PDF Final Transcript	[redacted]	pgs.	[redacted]	$13,000
CLIN 012 –Travel (C.2 of SOW)	ESTIMATED NOT TO EXCEED			$17,542
TOTAL OPTION YEAR 1				**$300,582**

OPTION YEAR 2				
SERVICE	QUANTITY	UNIT	UNIT PRICE	TOTAL
CLIN013-Realtime Captioning	[redacted]	hrs.	[redacted]	$ 238,000
CLIN014-PDF&WP 4 hrs	[redacted]	pgs.	[redacted]	$ 82,500
CLIN015-PDF&WP 3 days	[redacted]	hrs.	[redacted]	$ 22,660
CLIN016-PDF&WP corrected	[redacted]	pgs.	[redacted]	$8,400
CLIN017-Final Transcript	[redacted]	pgs.	[redacted]	$23,800
CLIN018-Travel (C.2 of SOW)	ESTIMATED NOT TO EXCEED			$18,242
TOTAL OPTION YEAR 2				**$393,602**

GRAND TOTAL BASE YEAR AND OPTION YEARS $924,013

B.3 CONSIDERATION AND OBLIGATION - DELIVERY ORDERS

(a) The total estimated amount of this order (ceiling) for the products/services ordered, delivered, and accepted is **$229,829.00** (Base Period). The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this is **$229,829.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph a. above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(c) In the event that the Government exercises optional work pursuant to FAR Clause 52.217-8 and FAR Clause 52.217-9, the total estimated amount of this order will increase as follows:

Option	Amount	Period Covered
Option Year One	$ 300,582.00	September 30, 2008 – September 29, 2009
Option Year Two	$ 393,602.00	September 30, 2009 - September 29, 2010

STATEMENT OF WORK: REAL-TIME VERBATIM CAPTIONING/REPORTING SERVICES

C.1 BACKGROUND

One of the strategic goals of the Nuclear Regulatory Commission (NRC) is to increase public confidence in the transparency and fairness of the regulatory process by assuring that the stakeholders and the public are informed and involved in the adjudicatory hearing process. The Atomic Safety and Licensing Board Panel (ASLBP) conducts these adjudicatory hearings, for the Commission on licensing and enforcement matters, usually at a location near the site where the dispute arose. ASLBP judges hear and render decisions on intervenor petitions challenging public health, safety, and environmental issues arising from requests for license action filed by applicants or hold pre-adjudicatory meetings on the subject, such as construction and operation of nuclear power plants, reactor and materials licenses, independent spent fuel storage installations and the Department of Energy's proposed license to store radioactive high-level waste at a geological repository site in Yucca Mountain, Nevada. One of the primary means of keeping the public informed about these hearing activities is to open the proceedings to a wider audience by using real-time captioning/reporting. These hearings, which will be an extremely important, technically complex, closely scrutinized part of the Commission's daily operations, will require real-time reporting captioning services that will interact with an agency digital information retrieval and display system know as the Digital Data Management System (DDMS). The DDMS will be operational in hearing room facilities located in Rockville, Maryland, and Las Vegas, Nevada and in various other locations throughout the United States.

C.2. SCOPE OF WORK

The Contractor shall provide stenographic-based captioning services for real-time verbatim captioning/reporting services for hearings to be held in various locations throughout the United States,

with the High-Level Waste portion primarily in NRC headquarters in Rockville, Maryland and Las Vegas, Nevada hearing sites. Additional hearings may be held in Georgia, North Carolina, and South Carolina or, anywhere in the U.S. where there is a nuclear power plant.

C.3 OBJECTIVE

The objective of this contract is provide the necessary industry-standard stenographic equipment, cables, software, computer and personnel trained in stenography to support the tasks outlined in this statement of work.

C.4 WORK REQUIREMENTS

The NRC estimates the use of these services for approximately 35 prehearing days in FY 2007, and 35 prehearing and 45 hearing days in FY 2008 and 35 prehearing with 90 hearing days in FY 2009 and FY 2010. These will be held at the NRC headquarters located at 11545 Rockville Pike, Rockville, Maryland, the Las Vegas, Nevada hearing facility or other ASLBP designated hearing facilities throughout the United States. The a majority of the prehearing/hearing sessions will occur in the Las Vegas or Rockville hearing facilities and could last all day and into the evening. There may be instances when prehearings/hearings could occur simultaneously in both the Maryland and Las Vegas hearing locations.

C.4.1 Real-Time Captioning

A real-time stenographic version that will be simultaneously integrated into the government-provided DDMS video feed using line 21 that is connected to a Line 21 encoder (the industry-standard track for a video signal used by closed-captioning systems to embed the text onto the video signal) that will be displayed on the NRC provided courtroom monitors. The court reporter is required to connect his/her stenographic machine to a DDMS workstation running the Total Eclipse Court Reporting/Closed Caption software. This workstation and Total Eclipse software will translate the output from the stenographic machine and provide input to the closed caption encoder, thus providing the text for the real-time transcript as well as the closed caption text. The NRC will provide this configured workstation to the court reporter. The court reporter will interface to the workstation through a standard communication (COM) port. Each court reporter will have a custom user account provided by the government that will allow each to customize settings and dictionaries as appropriate. The court reporter workstation will utilize Windows XP® and the Advantage Software® suite including Eclipse® and Accucap®. The Court Reporter/Closed Captionist will be responsible for launching the Eclipse® and Accucap® applications.

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

> "Captioning Made Possible by the (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 Nuclear Regulatory Commission."

C.4.2 Real-Time Transcript

1. Real-time court reporter transcript will mark all speaker appearances with ">>"

2. All occurrences of speakers are marked even if spoken word was not completely/correctly captured. (e.g. if court reporter misses what a speaker says in real-time, must still mark the occurrence of the speaker with ">>" as a place holder since subsequent polished transcript will have that speaker occurrence filled in.

3. Real-time and final transcripts should indicate the SAME number of speaker appearances excluding entries for "NOT SPOKEN".

4. Speaker names must be used at all times. "Q" and "A" may not be used.

5. The occurrence of pre-filed testimony needs to be marked in the initial transcript prior to its insertion into the final PDF transcript. The start of the prefiled testimony shall be denoted by ">> PREFILED START:"

C.4.3 Transcript Format

To ensure that the real-time version of the transcript is compatible with the requirements of the DDMS, in preparing that transcript the Contractor shall utilize the following formatting guidelines. A sample transcript is provided in Appendix A.

1. A cover page
2. Each line shall be numbered.

3. The page number shall appear in the upper right corner of each page on an unnumbered line.
4. There shall be no headers or footers.
5. Title page:
   a. The title page must include the keyword word "BEFORE:" on a separate line.
   b. On the following lines, the judges are to be listed as follows: Judge Name, followed by a comma, followed by their title. Each name must be on its one line.
   c. No other information may follow the list of judges on that page.

6. The next page must begin with the keyword "APPEARANCES:" followed by a block of information for EACH represented party.
   a. Each party shall be denoted by "On behalf of ", followed by the Party name, and ended by a colon ":", starting on a new line (e.g. "On behalf of the Intervenor:"). This information can span several lines.
   b. Following the colon, and starting on a new line, several lines of information may follow.
   c. A new appearance will be followed "On Behalf of ...:" on a new line.
   d. Also Present (Optional) - There can be an additional category called "Also Present:". This will be found, if entered, prior to I-N-D-E-X and after all "On Behalf of" entries in the Appearances section.

7. Index – The index section will contain two sections, Witnesses and Exhibits. This section will begin I-N-D-E-X centered on line number one.
   a. Witnesses:
      i. This section will begin with "WITNESSES:" with other headers after that tag which include DIRECT, CROSS, REDIRECT, RECROSS.
      ii. The "WITNESSES:" tag will be followed by one of two tags on a separate line; either "WITNESS:" or "PANEL:". The WITNESS tag will be followed by a name and the PANEL tag will be followed by a list of names separated by a comma, which may span more than one line.
   b. Exhibits:
      i. This section will begin with "EXHIBITS:" with other headers after that tag which include MARK, ADMT, WITH, and RJCT. A block of information will follow it for EACH party presenting exhibits with parties listed alphabetically and exhibits listed in exhibit number order.
      ii. "Party: ", followed by the Party name, all on a line by itself followed by blocks of information for EACH exhibit presented by the listed party:
         (1) On a separate line: "Exhibit No.: ", followed by the actual number which will have no spaces contained in it. The page number where the exhibit was identified, admitted, etc. may be entered in the space following the exhibit number.
         (2) On a separate line: "Title: ", followed by a meaningful title for the exhibit.

8. Proceedings:
   a. We shall find "P-R-O-C-E-E-D-I-N-G-S" on a line by itself
   b. The first line after will specify the time the proceedings actually began. The time must end in "a.m." or "p.m."
   c. Line numbers at the beginning of each line
   d. Each speaker will begin on a new line and use the following format: ">> Name of the speaker:"
   e. Unspoken entries will be handled similarly, but with the term "NOT SPOKEN " in place of the speaker name, i.e. ">> NOT SPOKEN: "

f. After the conclusion of the transcript, there can optionally be a line indicating the end. e.g., "(Whereupon, the foregoing matter was concluded at 11:30 a.m.)" . "(Whereupon, the" will be at the beginning of this line.

g. The proceedings will be concluded with "E-N-D-P-R-O-C-E-E-D-I-N-G-S" on a line by itself to indicate the end of the proceedings

9. Pre-filed Testimony

a. The occurrence of pre-filed testimony needs to be marked in the initial transcript prior to its insertion into the final PDF transcript. The start of the prefiled testimony shall be denoted by ">> PREFILED START:" entered as the speaker after the clerk reads, "The Prefiled Testimony is DDMS Item ID:" ### Entitled (Set of Specific Keywords that will be spoken by the clerk to identify the Prefiled Testimony and entered exactly as read by the reporter). ">> PREFILED START:" will be the last entry on the page on a separate line. For example:

>> CLERK: The Pre-Filed Testimony is DDMS Item ID: 123
Entitled Half-Life of Nuclear Waste Consolidated at Holding Facility
>> PREFILED START:

b. During the creation of the final transcript, the tag ">> PREFILED END:" will be inserted after the Prefiled testimony is inserted in order to mark the end of the prefiled testimony. This entry shall be on the first line of the page proceeding the inserted prefiled testimony.

10. The PDF version of the transcript must adhere to the NRC's Guidance for Submission of Electronic Docket Materials under 10 CFR Part 2, Subpart J (http://www.nrc.gov/reading-rm/ehd/ml041560341.pdf).

C.4.4 Interim Clean Version Electronic Transcript

The Contractor to shall provide a 98% "interim clean version electronic version of the transcript in PDF format via the NRC's EIE system (see http://www.nrc.gov/site-help/eie.html) and a word processing version (WordPerfect or Word) that accurately reflects the full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during the hearing. The submitted PDF document must adhere to the NRC's Guidance for Submission of Electronic Docket Materials under 10 CFR Part 2, Subpart J (http://www.nrc.gov/reading-rm/ehd/ml041560341.pdf). The PDF version of the transcript shall also include any prefiled testimony introduced during the session embedded in the PDF document transcript.

C.4.5 Final Version Electronic Transcript

The Contractor shall provide a 100% "final version" (that incorporates changes made to the verbatim record by the parties/judges in the proceeding to reflect a more accurate record of the actual word spoken) in PDF format filed via the NRC's Electronic Information Exchange (EIE) system within three days or seven days of the end of the session with any electronic prefiled testimony embedded in the electronic version of the transcript. To ensure the final version of the transcript incorporates the necessary changes made by the parties participating in the proceeding to reflect the actual spoken word, the interim clean version of the transcript may have some corrections that will be provided in writing to the Contractor by the NRC Project Officer. This final version shall have the same formatting requirement as the interim clean version.

C.4.6 Exhibits

Exhibits are electronic files, physical objects, or paper documents presented to the court by the litigants during adjudicatory proceedings. Exhibits will, to the extent practicable, be prefiled with the DDMS and will be the responsibility of the Clerk-of-the-Court to handle and process.
The Court Reporter will have the responsibility to provide an index in the front of the transcript with the following information:

C.4.6.1 Exhibit Indexing Procedures

The exhibits section of the transcript shall be formatted as outline in section 7.b. Under each heading (MARK, ADMT, WITH, RJCT), the reporter shall indicate the corresponding transcript page number(s) under the appropriate disposition

Example:

EXHIBITS:	MARK	ADMITTED	WITHDRAWN	RJCT
Party: State of Nevada				
Exhibit No.: NEV000124-00-BD-1A	6	8		
Title: Fax Cover Sheet				
Exhibit No.: NEV000185-00-BD-1A	78	70	6	2
Title: NRC Confirmation of Action Letter				
Party: The Department of Energy				
Exhibit No.: DOE000018-00-BD-1A	196	200		
Title: Control Unit Diagram				

C.4.6.2 Pre-filed Testimony

An electronic copy of any prefiled testimony will be given to the court reporter for electronic insertion into the PDF copy of the transcript where specified by the Presiding Officer. The contractor will make additional copies of testimony for insertion as necessary. The contractor is to be paid in accordance with the page rate stated in the contract for copies. The prefiled testimony shall be inserted into the PDF document between the page where the Clerk states "The Pre-Filed Testimony is DDMS Item ID: ### Entitled ....." and >> PREFILED START has been keyed and the page that begins with >> PREFILED END.

C.4.6.3 Authentication

The NRC has established such a system to ensure that the exchanged document (i.e transcripts) is secure and that the contractor/person submitting the material is, in fact, who is indicated. The procedure to submit a document electronically and to obtain the necessary digital ID certificate in documented in the NRC public web site found at http://www.nrc.gov/site-help/eie.html. The contractor must electronically submit the "clean version" and the "final version" of the transcript with a cover page that contains the following information:

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

(Docket Number)
(Place of Proceeding)

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

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

C.5 REPORTING FOR ASSIGNMENTS

At least twenty-four hours prior to the hearing, the Contractor or the assigned reporter shall call the appropriate NRC contact listed on the work order to confirm the time and location as provided on the original request. If mutually agreed to by the reporter and NRC contact, the beginning or ending time of a meeting can be adjusted by as much as an hour.

The assigned reporter shall report to the hearing facility no less than 40 minutes prior to the scheduled commencement of a hearing and present himself/herself to the Presiding Official to receive any pertinent instructions from the Presiding Official, and to install and have any necessary equipment fully operational prior to the time set for commencement of the hearing. To the maximum extent practical, when requested by the Presiding Official, the Contractor shall assign the same reporter or, in the case of lengthy hearings the same group of reporters, to hearings lasting more than one (1) day.

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

It shall be the responsibility of the Contractor to furnish complete transcripts/electronic files, as ordered which accurately reflect the full and complete verbatim record of the hearings.

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

C.6 WORK ORDERS

Orders for services required hereunder will be placed or issued by the Project Officer or his authorized representatives at least **two weeks** before the start of a hearing.

Work Orders will be electronically forwarded 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 Atomic Safety and Licensing Board Panel (ASLBP) will state the time, date, place of the hearing; Presiding Officer and/or contact person; the title or subject of the proceeding; the estimated duration; the number and type of copies 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 numbers 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 Commission respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract, provided that the Contractor shall not be required to make deliveries for orders requiring performance beyond ten (10) calendar days after the expiration of the contract, or any extension thereof.

The contractor shall obtain written authorization (via the work order request) from the Project Officer prior to the selling of transcript copies, tapes, diskettes, video tapes of portions thereof covered by this contract.

The contractor shall submit to the Contracting Officer and Project Officer quarterly reports of the name of the requesting organization and the number of duplicated copies or pages sold.

C.7 DELIVERABLES/SCHEDULE

Item	Delivery Schedule
Real-Time Captioning	As stated in the work order
PDF and Word Processing Transcript (Interim Clean Version)	Within 4 hours of the end of a session
PDF and Word Processing Transcript (Interim Clean Version)	Within 3 days of the end of a session
PDF Transcript (Final Version)	Within 3 days of the end of a session
PDF Transcript (Final Version)	Within 7 days of the end of a session

C.8 PERFORMANCE STANDARDS

The nature of the real-time verbatim captioning/reporting 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 accuracy of the captioning services provided under this contract will be the sole responsibility of the contractor. The contractor will be responsible for maintaining computerized dictionaries of NRC terminology and proper spelling of names. The contractor shall maintain the level of accuracy capturing and translating the spoken word provided under this contract at not less than 98 percent accuracy at the average rate between 225 to 250 words per minute.

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

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

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

Performance Requirement	Format	Performance Standard	Surveillance Method
Real-time Captioning Services	Eclipse/ Accucap	Real-time captioning of the spoken word to be performed with 98% accuracy	Compare Interim clean with final copy
98% "Interim clean version"	PDF/Word Processing	The transcribed "interim clean version of the transcript to be filed by the contractor via the (EIE) which adheres to the NRC's Guidance for Submission of Electronic Docket Materials under 10 CFR Part 2, Subpart J (http://www.nrc.gov/reading-rm/ehd/ml041560341.pdf). within **fours hours** of the end of a session **or 3 days** (as indicated in the work order) with any electronic prefiled testimony embedded in the PDF document.	Compare of actual delivery with the time specified in the delivery order

100% "final version"	PDF/Word Processing	The transcribed "final version" that incorporates changes made by the parties or judges to be filed by the contractor via the (EIE) which adheres to the NRC's Guidance for Submission of Electronic Docket Materials under 10 CFR Part 2, Subpart J (http://www.nrc.gov/reading-rm/ehd/ml041560341.pdf). within **three days** of the end of a session **or 7 days** (as indicated on the work order) with any electronic prefiled testimony embedded in the PDF document.	Compare of actual delivery with the time specified in the delivery order

C.9 REDUCTION SCHEDULE

Failure to make delivery within the times required, furnish transcripts or other services in accordance with the provisions of the contract, or 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 stated in the performance requirements summary.

1. If the real-time stenographic captioning is not performed at an accuracy rate of 98%, a reduction 10% of the hourly rate will be assessed for each hour the stenographic captioning is not performed at the 98% rate up to a maximum of 50% deduction.

2. If the PDF version of the transcript is not delivered within four hours of the end of a hearing session (with the prescribed prefiled testimony embedded in the transcript), a 10% reduction per hour will be assessed for each hour the transcript is late up to a maximum of 50% deduction.

3. If the "100% clean" word processing version of the transcript is not delivered by 10:30 a.m. on the third day after each hearing session, the price shall be computed with a reduction of 10% per day for every day the transcript is late up to a maximum of 50% deduction.

4. If the "100% clean" PDF version (with the prefiled testimony embedded in the transcript) of the transcript is not delivered by 10:30 a.m. on the third day after each hearing session, the price shall be computed with a reduction of 10% per day for every day the transcript is late up to a maximum of 50% deduction.

5. If the Contractor fails to secure a reporter or a reporter is a no-show, $1,000 is to be deducted from a subsequent bill. If the reporter is up to one hour late, $200 will be deducted from a subsequent bill. If the reporter is more than 1 hour late, $200 will be deducted for each hour late up to a maximum of $1,000.

C.10 QUALITY ASSURANCE

The Contractor shall maintain a formal quality assurance program (QAP) that assures the accuracy and completeness of the required deliverables. The QAP shall include minimal effort requirements

and escalating stages as needed to identify and correct deficiencies and errors. The NRC Project Officer will review and accept the QAP as applied to this contract.

C.11 SURVEILLANCE PLAN

The NRC Project Officer will evaluate the Contractor's performance by reviewing all deliverables to ensure quality, quantity, and timeliness. NRC personnel will record all surveillance observations, i.e., number of deliverables that have to be returned for correction/completion, late deliverables, late arrivals, and no-shows. Any action taken by the Contracting Officer as a result of deficiencies identified by NRC's quality assurance surveillance plan will be in accordance with Section C.8.

C.12 GOVERNMENT FURNISHED ITEMS

DDMS workstation running the Total Eclipse Court Reporting/Closed Caption software
PDR885 encoder manufactured by Link, Incorporated RS232 line

C.13 DEFINITIONS

1. Consecutive hearing days: Days in which hearings take place that are separated only by Saturdays, Sundays, or Federal holidays.

2. Non-consecutive hearing days: Days in which hearings or meetings take place that are separated by days other than Saturdays, Sundays, or Federal holidays.

3. Duplicated: Shall include duplication by various processes including, but not limited to photocopy, multiple computer printout, disk/CD copy, video and audio tapes.

4. Headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, Maryland.

5. Las Vegas, Nevada Hearing Facility: Commission facility located at 3250 Pepper Lane, Las Vegas, Nevada.

6. Hearings: Any and all types of adjudicatory proceedings conducted by the NRC that are open to the public.

7. Non-Regular Hours: Those hours worked after 6:00 p.m. on a given day through 8:30 a.m. the following day (local time at the place of proceeding) Monday through Friday, including all hours on Federal holidays, Saturdays, and Sundays.

8. Regular Hours: Those hours between 8:30 a.m. and 6:00 p.m. (local time at the place of proceeding) Monday through Friday excluding Federal holidays.

9. Session: A reporting unit or part of a hearing or meeting for which real-time transcription or a transcript is required.

C.14 MEETINGS AND TRAVEL

For estimating purposes, it is anticipated that meetings and travel will consist of the following:

(a) One (1) trip for base year to NRC Headquarters in Rockville, Maryland, at the start of the contract for a site assessment.

(b) One (1) trip for base year to Las Vegas, NV, ASLBP's Hearing Facility for a site assessment.

(c) Six (6) trips to West Coast for prehearings during the base year and option periods, pursuant to Section C.4. of the Statement of Work.

(d) Six (6) trips to East Coast for prehearings during the base year and option periods, pursuant to Section C.4. of the Statement of Work.

OTHER TERMS AND CONDITIONS

C.15 PROJECT OFFICER AUTHORITY

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

Name: James Cavanaugh
Address: ASLBP
Mail Stop T-3F23
11545 Rockville Pike
Rockville, MD 20852
Telephone Number: (301) 415-7408

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

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

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

© Technical direction must be within the general statement 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 work outside the general scope of the contract.

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

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

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

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

(d) All technical directions must be issued in writing by the 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.

(e) 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.

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

(g) Any unauthorized commitment or direction issued by the 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.

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

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the

contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.16 2052.204.70 SECURITY

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

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

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

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

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

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

C.17 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (FEB 2004)

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 Personnel Security Branch, Division of Facilities and Security (PSB/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 is available 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 PSB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.18 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by the Personnel Security Branch, Division of Facilities and Security (PSB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on a favorably adjudicated Office of Personnel Management (OPM) investigation in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of PSB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract for a period of 6 months or more shall be required to complete and submit to the contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U.S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the

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

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PSB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the PSB/DFS within three days after their termination.

C.19 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

C.20 52.217-8 OPTION TO EXTEND SERVICES

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

C.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

C.22 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

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

C.23 52.216-18 ORDERING

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

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

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

C.24 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the estimated quantities in Section B.1

(2) Any order for a combination of items in excess of the estimated quantities in Section B.1;

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and © above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving

this notice, the Government may acquire the supplies or services from another source.

C.25 52.216-22 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

© Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

C.26 DURATION OF CONTRACT PERIOD

The ordering period for this contract shall commence on September 30, 2007 and will expire on September 29, 2008. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

C.27 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB

Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

C.28 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS+4" followed by the DUNS number or ``DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

C.29 52.204-7 CENTRAL CONTRACTOR REGISTRATION

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com
; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it
is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding
novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

C.30 BILLING INSTRUCTIONS

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

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

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

U.S. Nuclear Regulatory Commission
Division of Contracts
Mail Stop - T-7-I-2
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices 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.

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

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

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number and delivery order number.

2. Sequential voucher/invoice number.

3. Date of voucher/invoice.

4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.

5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

   For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	$3,500.00	500	$17,500.00
Engineer	100	25.00	$2,500.00	100	$2,500.00
Totals:			$6,000.00		$20,000.00

   Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing $50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

7. Weight and zone of shipment, if shipped by parcel post.

8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

Start Date		Destination		Costs
From:	To:	From:	To:	$

Provide supporting documentation (receipts) for travel expenditures in excess of $75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration 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 and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.