

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

1. REQUISITION NO.
10-08-395

PAGE 1 OF

2. CONTRACT NO.
NRC-10-08-395

3. AWARD/EFFECTIVE DATE
SEP 29 2008

4. ORDER NO.
NRC-10-08-395

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME
Brandi K Hamilton

b. TELEPHONE NO. (No Collect Calls)
301-492-3614

8. OFFER DUE DATE/LOCAL TIME
3:00PM

9. ISSUED BY
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

CODE

16. ADMINISTERED BY
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

CODE 3100

17a. CONTRACTOR/OFFEROR
KELLY & DEWITT INC
KDI
5524 CHARLCOTE RD
BETHESDA MD 208173736
TELEPHONE NO.

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY
Department of Interior
National Business Center
Attn: Fiscal Services Branch D-2770
7301 W. Mansfield Avenue
Denver CO 80325-2230

CODE 3100

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with services in accordance with the attached Statement of Work entitled "NRC Issuances and Indexes".</p> <p>Period of Performance: September 29, 2008 through September 28, 2009 with four one-year options periods.</p> <p>See Section B. 19 for Schedule of Prices</p> <p>Total Estimated Ceiling; \$401,966.34</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 84015-5B1306 JCN: J1093 BOC: 252A APPN: X0200
Obligated Amount: \$50,000.00 DUNS No.: 133069018

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$50,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Edward I. Kelly

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Sharlene McCubbin

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Edward I. Kelly, President

30c. DATE SIGNED
9/29/08

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Sharlene McCubbin
Contracting Officer

31c. DATE SIGNED
9/29/08

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

B.1 BACKGROUND

The Freedom of Information Act at 5 U.S.C. 552(a)(2) requires the U.S. NRC to comply with the following:

- "(2) Each agency, in accordance with published rules, shall make available for public inspection and copying—
 - (A) final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;
... Each agency shall also maintain and make available for public inspection and copying current indexes providing identifying information for the public as to any matter issued, adopted, or promulgated after July 4, 1967, and required by this paragraph to be made available or published. Each agency shall promptly publish, quarterly or more frequently, and distribute (by sale or otherwise) copies of each index and supplements thereto. ..A final order, opinion, statement of policy, interpretation, or staff manual or instruction that affects a member of the public may be relied on, used, or cited as precedent by an agency against a party other than an agency only if—
 - (i) it has been indexed and either made available or published as provided by this paragraph; or
 - (ii) the party has actual and timely notice of the terms thereof,"

The issuances to be printed and indexed are those final orders, opinions, statements of policy, interpretations, or staff manuals or instructions of the Commission, the Atomic Safety and Licensing Boards, Administrative Law Judges, Directors' Decisions, and Decisions on Petitions for Rulemaking.

Digests and indexes for these issuances are intended to serve as guides to the issuances. Information elements common to the cases heard and ruled upon are:

1. Case name (owner(s) of facility)
2. Full text reference (volume and pagination)
3. Issuance number
4. Issues raised by appellants
5. Legal citations (cases, regulations, statutes and others)
6. Name of facility, docket number
7. Subject matter of issues and/or rulings
8. Type of hearing (for construction permit, operating license, etc).
9. Type of issuance (memorandum, order, decision, etc.)

In each index these information elements are displayed in a separate format. The five indexes shall be arranged in the following order:

1. Case Name Index
2. Digests and Headers
3. Legal Citations Index (cases, regulations, statutes, and others)
4. Subject Index
5. Facility Index

B.2 OBJECTIVES

The objectives of this contract are to provide timely and complete preparation for camera-quality copy and an electronic version of the monthly issuances, including quarterly and semiannual indexes, and six-month hardbound editions. The six-month hardbound editions are compiled from the monthly issuances of the Commission, the Atomic Safety and Licensing Boards, the Administrative Law Judges, Directors' Decisions, and Decisions on Petitions for Rulemaking. This contract requires completion of five (5) years of monthly issuances, ten (10) quarterly and ten (10) cumulative semiannual indexes, preparation of the Tables of Contents for six-month hardbound editions, preparation of ten (10) computer tapes of the cumulative semiannual indexes, preparation of ten (10) PDF versions of the six-month hardbound editions, preparation of sixty (60) PDF versions of the monthly issuances, and a compilation of Indexes for 5 years of issuances.

B.3 SCOPE OF WORK

The contractor shall prepare and deliver in accordance with the scope of work and delivery schedule, high-quality edited and proofread page proofs, a camera-quality copy, and an electronic version of issuances and indexes subject to the Project Officer's approval. The contractor shall refer to Section D for a copy of sample attachments, which are referenced throughout this contract. Specifications for the work to be performed are as follows:

1. The contractor shall accept manuscripts (hardcopy) and transmitted keystrokes of these manuscripts via e-mail from personal computers (PCs) which are created by word processing packages such as Microsoft Word 2003/2007, Corel WordPerfect x.3, or its equivalent. The NRC reserves the right to stipulate and change the required software versions. The contractor shall keystroke manuscripts when no electronic version is available. Manuscripts shall be picked up by the contractor on a monthly basis.

It is estimated that the contractor will receive approximately 3,500 hardcopy manuscript pages per year, which will create a total of approximately 1,750 camera-quality pages.

2. The contractor shall copy edit, proofread, and format 60 monthly issues of "Nuclear Regulatory Commission Issuances" beginning with July 2008 and ending with June 2013 (Vols. 68-77). This task includes copy editing and proofreading transmitted text against the manuscript and inserting cite page numbers and cross-reference page numbers.
3. The contractor shall also prepare Tables of Contents (some issues may contain more than one, i.e., some unusually large opinions may have a separate table of contents) for the aforementioned monthly issuances. (Refer to Attachment 3.)
4. The contractor shall make changes to pages of camera-quality copy of monthly issuances after printing and to the master database, as requested by the Project Officer, to prepare copy for use again in the six-month hardbound compilation.
5. The contractor shall compile and edit in a standard format, and proofread Tables of Contents (Refer to Attachment 4), for use in the six-month hardbound compilation of the monthly issuances. More than one set may be necessary, depending on the size of the six monthly issuances printed during the period.
6. The contractor shall prepare the quarterly and semiannual editions of the "Indexes to Nuclear Regulatory Commission Issuances," and shall edit, summarize, compile, and proofread these editions for the periods July-September 2008, July-December 2008, January-March 2009, January-June 2009, July-September 2009, July-December 2009, January-March 2010, January-June 2010, July-September 2010, July-December 2010, January-March 2011, January-June 2011, July-September 2011, July-December 2011, January-March 2012, January-June 2012, July-September 2012, July-December 2012, January-March 2013, and January-June 2013 using the present format and subject headings, with additional headings as determined by the contractor/indexer and user.
7. The contractor shall prepare an archive on CD (or other storage media as determined by NRC) using ASCII character code with fixed length records and fixed blocking for each semiannual index (without typesetting codes) and hardbound volume as an archival, camera-ready PDF (embedded fonts and PDF/x compliant). (Note: The NRC will not provide this the storage media to the contractor, the contractor must provide it.)
8. The contractor shall prepare a PDF version of the camera-ready hardbound version that shall be proofread and checked for accuracy for a period covering six (6) monthly issuances and one (1) semiannual index, minus the digests. The PDF version must be created from an electronic source file (e.g., PC-TEX to postscript) and cannot be made from a scanned image or a TIF. The PDF version shall be provided to the NRC Project Officer after the contractor has completed all corrections for the six-month hardbound edition. In addition, the contractor shall provide archival, camera-ready PDF for each monthly edition and each index (quarterly, semiannual, and five-year cumulative). To prevent the duplicate charge of the PDF production of the indexes, the PDF production cost should be included in the six-month hardbound edition (i.e., the six-month hardbound edition includes the indexes for the period). There will be no separate charge for a PDF of the quarterly and semiannual indexes.
9. The contractor shall prepare and deliver to the Project Officer a compilation of the Indexes to the Nuclear Regulatory Commission Issuances, NUREG-0750, for a five-year period, January 2006 – December 2010 (NUREG-0750, Vols. 63-72) in Year 5 of this contract.

B.4 TASKS TO BE ACCOMPLISHED AND SPECIFICATIONS FOR CAMERA-QUALITY COPY

The contractor shall:

1. Prepare camera-quality copy of issuances. The issuances (manuscripts) are the legal record of the cases reported and therefore shall not be changed in any way except for obvious typographical errors, misspelled words, or citation errors to the U.S. Code and other legal citations. Do not substitute alternative spellings. Possible omissions in transmission, inconsistencies in style, format, and grammar; and any other questions regarding the text shall be addressed to the Project Officer or designee.
2. Use *The Bluebook — A Uniform System of Citation, Eighteenth Edition*, published by The Harvard Law Review Association; hereafter referred to as *Bluebook*, as a reference legal style guide, and the GPO Style Manual for grammatical style not covered in the *Bluebook*.
3. Apply the following format and text conventions.

- a. Headings and Paragraphs.

The leading above a boldface heading shall be greater than the leading below such a header.

Turnovers on headings shall be used so that headings are not set margin to margin. First line of heading is to be longer than succeeding lines.

No paragraph or heading shall end with a number only on the last line. For example, the following is not permissible:

.....Unit 2.

- b. Headnotes

Headnotes shall be inserted before appearances or the first text heading, such as, "Initial Decision," "Memorandum and Order," etc. Headnotes will be transmitted to the contractor separately for coordination with the appropriate issuance. The issuance and headnotes will contain the same identifying issuance number.

- c. Citations

Full citations shall be listed in the main heading for each decision. Citations appearing in the text shall be cited in full the first time and abbreviated thereafter. Refer to appropriate section of the *Bluebook*.

- d. Hyphenation

Proper names shall not be hyphenated at the end of a line unless absolutely necessary; avoid where possible. Hyphens at the end of a page should be avoided where possible.

- e. Footnotes

Footnotes appearing at the bottom of the page shall be indented and shall contain 1/2 space leading between footnote number and first letter of text. Footnotes and quotations appearing within the text shall be indented left (when necessary), and right at all times and shall contain leading between paragraphs. The type shall be reduced to 8 point. (Refer to Attachment 5.)

- f. Symbols and Signals

The section symbol shall be set with a space before and after the symbol.

Italicize signals and follow format set forth in the *Bluebook*.

g. Tables and Figures

Tables and figures shall be set according to instructions (written or verbal) furnished by NRC. The contractor shall provide scaling, coding, and interface information for reductions, when necessary.

h. Pagination

Pagination shall be continuous for July through December issuances, starting with page 1, and for January through June issuances, starting with page 1.

i. Dissenting Opinions

Type for dissenting opinions shall be the same size as type used for decisions.

4. Manuscript Review

Follow the manuscript copy verbatim as long as it is uniformly consistent, and complies with the Bluebook.

Where an asterisk is used in the manuscript copy, do not replace the asterisk with a number. Footnotes will continue to be numbered consecutively throughout each issuance.

5. Format for Composition

Format issuances with PC TEX Software package or equivalent (must be approved by the Project Officer or designee.) Encode format codes to justify margins, align indentations, paginate, enter headnotes where indicated, and enter page numbers in citation headings and cross references in text. Use codes to set Times Roman type style or headings and text, and Helvetica type style for front matter, cite line, and index.

6. Table of Contents

Prepare Tables of Contents (some issues may contain more than one). All applicant, licensee, and petitioner names shall be in alphabetical order by type of issuance on contents page. (Refer to Attachment 3.)

The Table of Contents are part of the Scope of Work for this requirement; therefore, they are not considered author's alterations.

B.5 PREPARATION OF CONSOLIDATED TABLES OF CONTENTS FOR NRCI SIX-MONTH HARDBOUND EDITIONS

1. Table of Contents

The Contractor shall:

Compile and prepare page proofs of tables of contents for ten (10) volumes (compiled of six monthly issues) for the NRCI hardbound editions.

One six-month compilation may be issued in two books depending on the number of pages. The NRC Project Officer will determine the page break. Compilation shall be alphabetized by utility name with subsets appearing in date order. The contractor shall follow the exact style (English Times) as contained in Volume 53 of the hardbound editions as provided by the NRC Project Officer. The contractor shall not use italics nor alter the style in any way. (Refer to Attachment 4 for sample Table of Contents.) After corrections to page proofs, camera-quality pages shall be delivered to the NRC Project Officer.

2. Camera Copy Contents

Make changes in master database, as necessary, after monthly issuances have been printed, as requested by NRC Project Officer, to prepare for use again in the six-month hardbound compilation.

B.6 DEVELOPMENT AND PREPARATION OF INDEXES AND PREPARATION OF CAMERA-QUALITY COPY

The contractor shall:

1. Maintain the available list of subject terms used in indexing the issuances and add to them as new terms are developed in indexing new issuances. NRC may request a copy of the current list of subject terms a maximum of two times during year (ten times during a five-year contract).

2. Indexes to be developed are:

- a. Case Name

- b. Digests and Headers

- Issuances of Nuclear Regulatory Commission

- Issuances of Atomic Safety and Licensing Boards

- Issuances of Administrative Law Judges

- Decisions on Petitions for Rulemaking

- Directors' Decisions

- c. Legal Citations

- Cases

- Regulations

- Statutes

- Others

- d. Subject

- e. Facility

3. Case Name Index

The case name index is an alphabetical arrangement of the facility owners or petitioners for the individual issuances. Each facility owner or petitioner listing is followed by an alphabetical breakdown by type(s) of hearing in order of issuance number. These separate entries are further defined by type of issuance, docket number, issuance number, and full text reference. (Refer to Attachment 6.)

4. Digests and Headers

Digests shall be separated according to the issuance source and be presented in issuance-number order. Each issuance is identified by a header containing the following information: issuance number, case name, facility name, docket number, type of hearing, date of issuance, and type of issuance.

The header is compiled from the citation heading in the original opinion and precedes the digest. Digests are compiled from headnotes written for the opinion. A digest is a brief narrative of the legal issue followed by its resolution, and any references used in resolving the issue. If a given issuance covers more than one issue, separate digests are provided for each issue and are designated alphabetically. (Refer to Attachment 7.)

5. Legal Citations Index

The legal citations index for cases, statutes, and others is an alphabetical listing of citations found in the issuances. The legal citations index for regulations is a numeric listing of citations that follows the Code of Federal Regulations format. The references to cases, regulations, statutes, and others are followed by phrases that show the application of the citation in the particular issuance. These phrases are followed by the issuance number and the full text reference. (Refer to Attachments 8 through 11.)

6. Subject Index

Subject words and/or phrases, arranged alphabetically, indicate the issues and subjects covered in the issuances. The subject headings are followed by phrases that give specific information about the subject, as discussed in the issuance being indexed. These phrases are followed by the issuance number and the full text reference. Cross-references are provided between related subject headings.

Synonyms are provided with "see" references to the subject headings and are used in an inverted form to group like information. For example: "Atomic Safety and Licensing Board, Jurisdiction" instead of "Jurisdiction of Atomic Safety and Licensing Board"; "Time, Extension" instead of "Extension of Time"; and "Effluents, Radioactive" and "Effluents, Thermal" instead of "Radioactive Effluents" and "Thermal Effluents." (Refer to Attachment 12.)

7. Facility Index

The facility index consists of an alphabetical arrangement of facility names from the issuances. The name is followed by docket number, type of hearing or petition, date, type of issuance, issuance number, and full-text reference. (Refer to Attachment 13.)

8. Index Issues

Camera-quality page proofs of the indexes (proofread and checked for accuracy) shall be supplied for the quarters July through September and January through March, and for the semiannual periods July through December and January through June. After the page proofs are approved by the Project Officer, the first page of each index (a sink page) of the camera-quality copy shall be placed on a page with strips indicating the index name. (Refer to Attachments 6 through 13.)

B.7 QUALITY CONTROL

The contractor shall:

1. Transmission Verification

Compare transmitted keystrokes with hard-copy manuscript to ensure text matches word for word and make any changes according to the hardcopy manuscript, and insert format codes. (Refer to Attachment 5 for format, type style, and type sizes.)

2. Proofreading

Proofread final copy for correctness of text and format. Where errors attributable to the contractor's performance appear in the page proofs, i.e., those which change or obscure the meaning of the opinion, or typographical errors in excess of 2%, the contractor shall immediately correct the error(s) and furnish corrected copy without additional cost to the Government for same, regardless of the delivery time the original schedule specified.

3. Page Proofs

Format, text, table, and proofreading errors found in page proofs shall be corrected by the contractor at no expense to the Government. Copy editor/proofreader's changes with which NRC does not agree,

shall upon first occurrence, be considered as author's alterations. Upon recurrence, the required changes shall be made by the contractor at no expense to the Government. The cost of changes not attributable to contractor errors may be billed to the NRC as author's alterations at the rate established under the Schedule of Prices/Costs of the contract.

4. Author's Alterations

Author's alterations are any changes, additions, or deletions made by authors or by the NRC Project Officer or designee after receiving page proofs if those changes, additions, or deletions were not errors on the part of the contractor or were not part of the original manuscript. Queries from the contractor that result in changes are not author's alterations.

5. Master File Corrections

Make and proofread all indicated corrections and changes before preparation of final electronic version. The copy used for indexing must be the same as the camera-quality copy and the computer tapes and PDF versions must be the same as the camera-quality copy.

B.8 PREPARATION AND DELIVERY OF FIVE-YEAR COMPILATION OF THE INDEXES TO THE NRCIs (YEAR 5)

Preparation and delivery of a compilation of the Indexes to the Nuclear Regulatory Commission Issuances, NUREG-0750, for a five-year period, January 2006–December 2010.

This five-year index will be compiled by using master CDs furnished to the contractor by the Government. The master CDs will contain no typesetting codes. The compilation will be proofread for correctness and consistency of content and format.

NOTE: The contractor shall refer to Paragraph B.9 for the deliverables required under this contract and Section A for the Schedule of Prices/Costs.

B.9 DELIVERABLES

For Year One through Five (September 29, 2008 through September 28, 2013), the contractor shall:

1. Keystrokes and manuscripts to be transmitted by NRC to the contractor.
 - a. Keystrokes and manuscripts to be transmitted as completed during each month. All issuances resulting from keystrokes to be included in the monthly publication will be transmitted via e-mail to the contractor by close of business of the tenth (10th) working day of the month.
 - b. Processing of any issuances keystroked or otherwise furnished to the contractor beyond the close of business of the tenth (10th) working day of the month may be deferred by the contractor for processing with the following month's issuances, with concurrence of the Project Officer.
 - c. Contractor shall note that issuances do not include headnotes. The applicable headnotes will be transmitted separately for coordination with the appropriate issuance.
2. Issuances
 - a. Regular Schedule (Year One Through Five)

One (1) set of page proofs and a copy of editor/proofreader's marked-up manuscript for NRC files shall be delivered within 5 working days for up to and including 150 manuscript pages, 8 working days for up to 250 manuscript pages, 11 working days for up to 350 manuscript pages, and within 15 working days of receipt of the latest issuance for the applicable month, if manuscript pages do not exceed 500 manuscript pages.

Table 1 Regular Schedule for September 29, 2008 – September 28, 2009* (Year One)

Monthly Issuances	(Page Proofs) Required Delivery Date**	Estimated Number of Working Days
September 2008 (Beginning of regular schedule in Year 1) through June 2013 (Last monthly in Year 5)	(54)	(Based on number of pages)
Quarterly Indexes January-March July-September	(9)	9
Semiannual Index January-July July-December	(9)	15
NOTE: The above Schedule is firm and can only be shortened by the accelerated schedule. * Period to be determined by date of contract award. ** Date to be established under each delivery order.		

Table 2 Allotted Working Days for Regular Schedule

Number of Working Days	Number of Manuscript Pages
5	1-150
8	151-250
11	251 -350
15	351 -500
Over 500 (add 1 working day for every 40 pages in excess of 500) up to 900 pages	

The above-specified required delivery dates apply when issuance pages both complete and partial do not exceed 500 transmitted pages. On occasions when such pages exceed 500 in number, required delivery dates may be adjusted by adding one (1) working day for each 40 pages in excess of 500, up to and including 900 pages. If pages exceed 900 in number, adjustment to the delivery schedule will be mutually agreed to by the contractor and NRC. In the event that issuance pages exceed 500 in number, the contractor shall verbally notify the NRC Project Officer to discuss the total number of pages and the expected date of delivery.

b. Accelerated Schedule (Year One Only)

The contractor shall meet the accelerated schedule of keystrokes and manuscripts for July–September 2008 (or through the month before contract award). One (1) set of page proofs and a copy of editor/proofreader's marked-up manuscript for NRC files for the first three (or more) months of issuances and one quarterly index, shall be completed in no more than 45 days of contract award, with each additional month extending the delivery date by 12 days. If the contract award is after September 30, 2008, the contractor also shall deliver the July–September 2008 quarterly index no later than 15 days after delivery of the page proofs on the accelerated schedule.

Table 3 Accelerated Schedule for September 29, 2009–September 29, 2010* (Year One)

Monthly Issuances	(Page Proofs) Required Delivery Date**	Estimated Number of Working Days (Based on number of pages)
July 2008	(1)	10
August 2008	(1)	7
September 2008	(1)	7
Each additional month	(TBD)	12
Quarterly Index July-September 2008	(1)	15

NOTE: The above Schedule is firm.
 * Period to be determined by date of contract award and may include not only the quarterly index but also the semiannual index and the remaining months of the volume.
 ** Date to be established under each delivery order.

Table 4 Allotted Working Days for Accelerated Schedule

Number of Working Days	Number of Manuscript Pages
4	1-150
7	151-250
10	251 -350
13	351 -500
Over 500 (add 1 working day for every 40 pages in excess of 500) up to 900 pages	

3. Five-Year Compilation of Indexes

The contractor shall prepare and deliver a five-year compilation of Indexes for Nuclear Regulatory Commission Issuances. The NRC will furnish material at the outset of Year 5 of the contract. (Refer to the archival data CDs reflected under Paragraph B.10.)

Table 5 Schedule for Five-Year Compilation of Indexes

Five-Year Compilation of Indexes	(Page Proofs) Required Delivery Date*	Estimated Number of Working Days
Compilation for January 2006– December 2010	August 2012	5 months (approximately mid-way through Year 4 of the contract)

NOTE: The above Schedule is firm.
 * Date to be established under each delivery order.

4. General Schedule of Option Years

Table 6 General Schedule of Option Years*

Time Period of Volumes	Volume No.*	Contract Year*
July - December 2008	68	YEAR ONE

January-June 2009	69	YEAR ONE
July-December 2009	70	YEAR TWO
January-June 2010	71	YEAR TWO
July-December 2010	72	YEAR THREE
January-June 2011	73	YEAR THREE
July-December 2011	74	YEAR FOUR
January-June 2012	75	YEAR FOUR
July-December 2012	76	YEAR FIVE
January-June 2013	77	YEAR FIVE
NOTE: The above Schedule is firm.		
* Period to be determined by date of contract award and whether the NRC exercises the option years.		

5. Delivery and Pickup of Page Proofs

Contractor shall deliver page proofs to the following location:

U.S. Nuclear Regulatory Commission
 Rulemaking, Directives and Editing Branch, ADM/DAS/RDEB
 ATTN: Helen Chang, MS T-6-E7
 Two White Flint North
 11545 Rockville Pike
 Rockville, MD 20852-2738

The page proofs shall be reviewed and proofread by the NRC Project Officer, pages for correction shall be returned to the contractor, and the camera-quality copy and an electronic version shall be delivered to the Project Officer after corrections. A detailed schedule for the Issuances and the Indexes is provided in Attachment 15 to this contract.

B.10 GOVERNMENT-FURNISHED PROPERTY

(a) NRC will provide the contractor with the following items for use under this contract:

1. Double-space typewritten manuscript copy of the issuances;
2. Keystrokes by telecommunications (via e-mail) from a personal computer (PC) in WordPerfect X3 (version 13) or greater, or only when designated by NRC in Microsoft Word 2003 or greater, format;
3. Current list of index (subject) terms;
4. One copy of each monthly printed issuance and each index, one copy of each issuance for the three months preceding the granting of the contract, and one copy of the latest issued index; and
5. Master CDs containing the indexes covering January 2006 through December 2012.

(b) Only the equipment/property listed above will be provided by the Government. This property is subject to the provisions of the Government-Furnished Property clause under this contract. All other equipment/property required in performance of this contract shall be furnished by the contractor.

B.11 MATERIAL AVAILABLE FOR REVIEW

The following materials are available for review at the NRC Public Document Room located at One White Flint North, First Floor, 11555 Rockville Pike, Rockville, MD 20852-2738.

1. Copies of previously published softbound editions of issuances and indexes.

2. Copies of previously published hardbound editions of the issuances.

B.12 INSPECTION/ACCEPTANCE

1. All inspections, acceptance, and rejection decisions for the services and resultant deliverable(s) prepared by the contractor under this effort shall be reviewed by the Project Officer or the authorized representative for conformance to the terms of this contract. Inspection and acceptance of the deliverable(s) shall be made at destination (i.e., NRC Headquarters) by the Project Officer or the authorized representative. The contractor shall refer to Paragraph B.7, "Quality Control."
2. Upon receipt of all deliverable items specified, the Project Officer or the authorized representative shall inspect each item for compliance with the specifications contained herein. The contractor shall refer to Paragraph B.7, "Quality Control."
3. Acceptance or rejection of deliverable items shall be made by telephone contact or in writing by the Project Officer within 10 working days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 5 working days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 5 working days after receipt of the corrected items.

B.13 PLACE OF PICKUP AND DELIVERY

The items required shall be picked up and delivered to:

U.S. Nuclear Regulatory Commission
Helen Chang, Room T-6-E19
Two White Flint North
11545 Rockville Pike
Rockville, MD 20852-2738

The mailing address is:

U.S. Nuclear Regulatory Commission
Office of Administrative Services
ATTN: Helen Chang
Mail Stop: T-6-E7
Washington, DC 20555-0001

B.14 CONSIDERATION AND OBLIGATION

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$401,966.34. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$50,000.00. The Contracting Officer or its designee may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

B.15 DURATION OF CONTRACT

This contract shall commence on September 29, 2008 and will expire on September 28, 2013.

B.16 2052.215-71 PROJECT OFFICER AUTHORITY ALTERNATE 1

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

Name: Helen Chang
Address: U.S. Nuclear Regulatory Commission
Office of Administrative Services, Rulemaking
Directives and Editing Branch
11545 Rockville Pike
Rockville, Maryland 20852
Telephone Number: (301) 415-5225

The contracting officer's authorized alternate representative, hereinafter referred to as the alternate project officer, for this contract is:

Name: Caroline Hsu
Address: U.S. Nuclear Regulatory Commission
Office of Administrative Services, Rulemaking
Directives and Editing Branch
11545 Rockville Pike
Rockville, Maryland 20852
Telephone Number: (301) 415-7794

- (b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security, (PERSEC/DFS) via e-mail when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within 3 days after his or her termination.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

B.17 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE 1 (APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after December 19, 2012.

B.18 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[Contractors to be named by the contractor and initially confirmed by NRC in writing]

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

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

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

B.19 SCHEDULE OF PRICES/COSTS

The contractor shall be reimbursed by the Government at the fixed unit prices reflected in the Schedule of Prices/Costs.

SCHEDULE OF PRICE/COSTS

PERIOD	DESCRIPTION	EST. QUANTITIES	FIXED UNIT PRICE	TOTAL
BASE YEAR	PAGES	[REDACTED]	[REDACTED]	\$63,875.00
BASE YEAR	KEYSTROKE PAGES	[REDACTED]	[REDACTED]	\$445.70
BASE YEAR	TOC	[REDACTED]	[REDACTED]	\$399.00
BASE YEAR	INDEXES	[REDACTED]	[REDACTED]	\$6,021.00
BASE YEAR	CDs	[REDACTED]	[REDACTED]	\$234.50
BASE YEAR	PDFs	[REDACTED]	[REDACTED]	\$2,555.70
BASE YEAR	ALTERATIONS	[REDACTED]	[REDACTED]	\$49.80
BASE YEAR	5-yr INDEX	[REDACTED]	[REDACTED]	0.00
BASE YEAR TOTAL				\$73,580.70
OPTION YEAR 1	PAGES	[REDACTED]	[REDACTED]	\$65,800.00
OPTION YEAR 1	KEYSTROKE PAGES	[REDACTED]	[REDACTED]	\$459.10
OPTION YEAR 1	TOC	[REDACTED]	[REDACTED]	\$411.00
OPTION YEAR 1	INDEXES	[REDACTED]	[REDACTED]	\$6,202.00
OPTION YEAR 1	CDs	[REDACTED]	[REDACTED]	\$241.54
OPTION YEAR 1	PDFs	[REDACTED]	[REDACTED]	\$2,632.42
OPTION YEAR 1	ALTERATIONS	[REDACTED]	[REDACTED]	\$51.30
OPTION YEAR 1	5-yr INDEX	[REDACTED]	[REDACTED]	0.00
OPTN YR 1 TOTAL				\$75,797.36
OPTION YEAR 2	PAGES	[REDACTED]	[REDACTED]	\$67,777.50
OPTION YEAR 2	KEYSTROKE PAGES	[REDACTED]	[REDACTED]	\$472.90
OPTION YEAR 2	TOC	[REDACTED]	[REDACTED]	\$423.30
OPTION YEAR 2	INDEXES	[REDACTED]	[REDACTED]	\$6,388.00
OPTION YEAR 2	CDs	[REDACTED]	[REDACTED]	\$248.78
OPTION YEAR 2	PDFs	[REDACTED]	[REDACTED]	\$2,711.38
OPTION YEAR 2	ALTERATIONS	[REDACTED]	[REDACTED]	\$52.80
OPTION YEAR 2	5-yr INDEX	[REDACTED]	[REDACTED]	0.00
OPTN YR 2 TOTAL				\$78,074.66
OPTION YEAR 3	PAGES	[REDACTED]	[REDACTED]	\$69,807.50
OPTION YEAR 3	KEYSTROKE PAGES	[REDACTED]	[REDACTED]	\$487.10

OPTION YEAR 3	TOC		\$436.00
OPTION YEAR 3	INDEXES		\$6,580.00
OPTION YEAR 3	CDs		\$256.24
OPTION YEAR 3	PDFs		\$2,792.72
OPTION YEAR 3	ALTERATIONS		\$54.40
OPTION YEAR 3	5-yr INDEX		0.00
OPTN YR 3 TOTAL			\$80,413.96
OPTION YEAR 4	PAGES		\$71,907.50
OPTION YEAR 4	KEYSTROKE PAGES		\$501.70
OPTION YEAR 4	TOC		\$449.10
OPTION YEAR 4	INDEXES		\$6,777.00
OPTION YEAR 4	CDs		\$263.92
OPTION YEAR 4	PDFs		\$2,876.44
OPTION YEAR 4	ALTERATIONS		\$56.00
OPTION YEAR 4	5-yr INDEX		\$11,268.00
OPTN YR 4 TOTAL			\$94,099.66
GRAND TOTAL			\$401,966.34

Description of Services

Pages	Preparation of camera-quality copy of issuances (transmitted electronically).
Keystroke Pages	Preparation of camera-quality copy of issuances (keystroke pages).
TOC	Preparation of consolidated table(s) of contents for 6-month hardbound edition.
Indexes	Preparation of indexes for the issuances.
CDs	Preparation of an archival CD for each semiannual index.
PDFs	Preparation of a PDF-version of the 6-month hardbound edition and each monthly issuance, the 6-month hardbound edition included the indexes.
Alterations	Author's alterations (Note: The price is based on a recomposed page).
5-yr Index	Preparation of a compilation of the indexes to the issuances (Cumulative Index 6) For a five-year period.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)**

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

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

- (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

□ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

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

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

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 29, 2008 through September 28, 2013.

(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.3 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

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

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

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 five years.

C.6 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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