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

1. REQUISITION NO: 21-10-494

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2. CONTRACT NO	3. AWARD/EFFECTIVE DATE	4. ORDER NO	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NRC-21-10-494	12-11-2009		RS-ASL-09-312VRS	08-09-2009

7. FOR SOLICITATION INFORMATION CALL	a. NAME	b. TELEPHONE NO (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	MICHAEL TURNER	(301) 492-3430	08-24-2009

9. ISSUED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
ATTN: Michael Turner
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

NAICS: 561492
SIZE STANDARD: $7,000,000.00

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

12. DISCOUNT TERMS: N/A

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

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE

U.S. Nuclear Regulatory Commission
Atomic Safety and Licensing Board Panel
ATTN: James Cavanaugh/PSAM
Mail Stop T-3F23
Washington DC 20555

16. ADMINISTERED BY — CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

NEAL R. GROSS AND COMPANY, INC.
COURT REPORTERS AND TRANSCRIBERS

1323 RHODE ISLAND AVE NW

WASHINGTON DC 200053701
TELEPHONE NO. (202) 234-4433

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

18a. PAYMENT WILL BE MADE BY — CODE 3100

Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

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
	The Contractor shall provide the U.S. Nuclear Regulatory Commission with Verbatim Reporting Services in accordance with the enclosed Statement of Work, at the prices set forth in Subsection B.1, "Supplies or Services and Prices/Costs."				
	This contract shall be effective December 11, 2009, through December 10, 2010, for the total estimated amount (ceiling) of $849,843.60. There are two one-year option periods as follows: Option Year One @ $849,843.60 and Option Year Two @ 849,843.60. The total estimated amount (ceiling) of this contract including option periods is $2,549,530.80.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
BBFR#: 07D-15-5B1-306 Job Code#: N7027 BOC#: 252P
APPN#: 31X0200 FFS Commit.#: AGL10303 OBLG. $255,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only): $849,843.60

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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: Neal R. Gross

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Michael A. Turner

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): NEAL R. GROSS, PRESIDENT

30c. DATE SIGNED: 12-11-09

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Michael A. Turner, Contracting Officer

31c. DATE SIGNED: 12/11/09

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM002

SUNSI REVIEW COMPLETE

APR 8 2010

ADM002

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SECTION A - CONTINUATION

A.2 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.3 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.

A.4 SEAT BELTS

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

A.5 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name:	James Cavanaugh
Address:	U.S. Nuclear Regulatory Commission Atomic Safety and Licensing Board Panel Mail Stop: T-3F23
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.

(c) 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 (c) 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.

A.6 2052.204.70 SECURITY (MAR 2004)

(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 (e.g., Safeguards), 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, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, 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.

A.7 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2007)

The proposer/Contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The Contractor shall conduct a preliminary security interview or review for each IT level I or II access approval Contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The Contractor will pre-screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past ten years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed Contractor's pre-screening record or review will be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime Contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the

receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level I Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve Contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A Contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The Contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions), two copies of the Contractor's signed pre-screening record and two FD 258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The Contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the Contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204 70 "Security," IT Level II Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and Contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the Contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing

when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

A.8 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (JUL 2007)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/Contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each security clearance Contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven years; (c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two copies of the signed interview record or review will be supplied to FSB/DFS with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A Contractor employee shall not have access to classified information until he/ she is granted a security clearance by FSB/DFS, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to FSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until FSB/DFS has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on FSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204 70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

SECTION B - CONTINUATION BLOCK

B.1 SUPPLIES OR SERVICES AND PRICES/COSTS

BASE YEAR - (December 11, 2009 – December 10, 2010)

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
REGULAR HOURS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	5000	$7.75	$38,750.00	500	$10.50	$5,250.00	3000	$7.00	$21,000.00
10 Day 1st Copy	700	$2.50	$1,750.00	150	$2.00	$300.00	1350	$0.25	$337.50
10 Day Addtl. Copies	5000	$0.01	$50.00	250	$0.05	$12.50	4000	$0.05	$200.00
7 Day Original	25000	$7.85	$196,250.00	200	$12.50	$2,500.00	3000	$8.00	$24,000.00
7 Day 1st Copy	3000	$2.50	$7,500.00	100	$2.00	$200.00	1530	$0.25	$382.50
7 Day Addtl. Copies	25000	$0.25	$6,250.00	250	$0.75	$187.50	4000	$0.05	$200.00
3 Day Original	10000	$9.80	$98,000.00	200	$13.50	$2,700.00	3000	$8.50	$25,500.00
3 Day 1st Copy	2500	$2.50	$6,250.00	200	$2.00	$400.00	1800	$0.50	$900.00
3 Day Addtl. Copies	15000	$0.50	$7,500.00	500	$0.05	$25.00	4000	$0.05	$200.00
1 Day Original	15000	$9.90	$148,500.00	200	$15.00	$3,000.00	2000	$9.25	$18,500.00
1 Day 1st Copy	3000	$2.50	$7,500.00	200	$2.00	$400.00	1800	$0.50	$900.00
1 Day Addtl. Copies	27000	$0.50	$13,500.00	500	$0.05	$25.00	8000	$0.05	$400.00
SUBTOTAL			$531,800.00			$15,000.00			$92,520.00

Total Regular Hours **$639,320.00**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
NON-REGULAR HRS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	500	$8.00	$4,000.00	50	$12.00	$600.00	500	$7.00	$3,500.00
10 Day 1st Copy	300	$1.50	$450.00	10	$2.00	$20.00	50	$1.00	$50.00
10 Day Addtl. Copies	800	$0.01	$8.00	40	$0.05	$2.00	410	$0.01	$4.10
7 Day Original	1000	$8.10	$8,100.00	50	$14.00	$700.00	500	$7.50	$3,750.00
7 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1400	$0.01	$14.00	70	$1.00	$70.00	800	$0.75	$600.00
3 Day Original	1000	$8.50	$8,500.00	40	$16.00	$640.00	500	$8.25	$4,125.00
3 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	50	$1.00	$50.00
3 Day Addtl. Copies	1300	$0.50	$650.00	30	$1.00	$30.00	600	$0.01	$6.00
1 Day Original	1000	$8.60	$8,600.00	50	$17.00	$850.00	500	$8.75	$4,375.00
1 Day 1st Copy	500	$1.00	$500.00	40	$2.00	$80.00	250	$1.00	$250.00
1 Day Addtl. Copies	2000	$0.01	$20.00	60	$1.00	$60.00	800	$0.01	$8.00
SUBTOTAL			$31,842.00			$3,092.00			$16,808.10

Total Non-Regular Hours **$51,742.10**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
VIDEO/CASS/CD	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	4000	$6.00	$24,000.00	500	$7.00	$3,500.00	4000	$5.00	$20,000.00
10 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
10 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
7 Day Original	2000	$7.00	$14,000.00	500	$8.00	$4,000.00	3000	$5.50	$16,500.00
7 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
3 Day Original	2000	$7.90	$15,800.00	400	$9.00	$3,600.00	3000	$5.75	$17,250.00

3 Day 1st Copy	100	$2.00	$200.00	20	$2.00	$40.00	180	$1.00	$180.00
3 Day Addtl. Copies	900	$0.01	$9.00	180	$0.50	$90.00	1620	$0.05	$81.00
1 Day Original	3000	$8.05	$24,150.00	200	$9.50	$1,900.00	1500	$8.00	$12,000.00
1 Day 1st Copy	100	$0.50	$50.00	10	$2.00	$20.00	90	$1.00	$90.00
1 Day Addtl. Copies	900	$0.01	$9.00	90	$0.50	$45.00	810	$0.05	$40.50
SUBTOTAL			$79,054.00			13,325.00			66,402.50

Total Video/Cass/CD **$158,781.50**

Total Estimated Amount Base Year **$849,843.60**

OPTION YEAR ONE - (December 11, 2010 – December 10, 2011)

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
REGULAR HOURS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	5000	$7.75	$38,750.00	500	$10.50	$5,250.00	3000	$7.00	$21,000.00
10 Day 1st Copy	700	$2.50	$1,750.00	150	$2.00	$300.00	1350	$0.25	$337.50
10 Day Addtl. Copies	5000	$0.01	$50.00	250	$0.05	$12.50	4000	$0.05	$200.00
7 Day Original	25000	$7.85	$196,250.00	200	$12.50	$2,500.00	3000	$8.00	$24,000.00
7 Day 1st Copy	3000	$2.50	$7,500.00	100	$2.00	$200.00	1530	$0.25	$382.50
7 Day Addtl. Copies	25000	$0.25	$6,250.00	250	$0.75	$187.50	4000	$0.05	$200.00
3 Day Original	10000	$9.80	$98,000.00	200	$13.50	$2,700.00	3000	$8.50	$25,500.00
3 Day 1st Copy	2500	$2.50	$6,250.00	200	$2.00	$400.00	1800	$0.50	$900.00
3 Day Addtl. Copies	15000	$0.50	$7,500.00	500	$0.05	$25.00	4000	$0.05	$200.00
1 Day Original	15000	$9.90	$148,500.00	200	$15.00	$3,000.00	2000	$9.25	$18,500.00
1 Day 1st Copy	3000	$2.50	$7,500.00	200	$2.00	$400.00	1800	$0.50	$900.00
1 Day Addtl. Copies	27000	$0.50	$13,500.00	500	$0.05	$25.00	8000	$0.05	$400.00
SUBTOTAL			$531,800.00			$15,000.00			$92,520.00

Total Regular Hours **$639,320.00**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
NON-REGULAR HRS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	500	$8.00	$4,000.00	50	$12.00	$600.00	500	$7.00	$3,500.00
10 Day 1st Copy	300	$1.50	$450.00	10	$2.00	$20.00	50	$1.00	$50.00
10 Day Addtl. Copies	800	$0.01	$8.00	40	$0.05	$2.00	410	$0.01	$4.10
7 Day Original	1000	$8.10	$8,100.00	50	$14.00	$700.00	500	$7.50	$3,750.00
7 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1400	$0.01	$14.00	70	$1.00	$70.00	800	$0.75	$600.00
3 Day Original	1000	$8.50	$8,500.00	40	$16.00	$640.00	500	$8.25	$4,125.00
3 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	50	$1.00	$50.00
3 Day Addtl. Copies	1300	$0.50	$650.00	30	$1.00	$30.00	600	$0.01	$6.00
1 Day Original	1000	$8.60	$8,600.00	50	$17.00	$850.00	500	$8.75	$4,375.00
1 Day 1st Copy	500	$1.00	$500.00	40	$2.00	$80.00	250	$1.00	$250.00
1 Day Addtl. Copies	2000	$0.01	$20.00	60	$1.00	$60.00	800	$0.01	$8.00
SUBTOTAL			$31,842.00			$3,092.00			$16,808.10

Total Non-Regular Hours **$51,742.10**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
VIDEO/CASS/CD	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	4000	$6.00	$24,000.00	500	$7.00	$3,500.00	4000	$5.00	$20,000.00
10 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
10 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
7 Day Original	2000	$7.00	$14,000.00	500	$8.00	$4,000.00	3000	$5.50	$16,500.00
7 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
3 Day Original	2000	$7.90	$15,800.00	400	$9.00	$3,600.00	3000	$5.75	$17,250.00
3 Day 1st Copy	100	$2.00	$200.00	20	$2.00	$40.00	180	$1.00	$180.00
3 Day Addtl. Copies	900	$0.01	$9.00	180	$0.50	$90.00	1620	$0.05	$81.00
1 Day Original	3000	$8.05	$24,150.00	200	$9.50	$1,900.00	1500	$8.00	$12,000.00
1 Day 1st Copy	100	$0.50	$50.00	10	$2.00	$20.00	90	$1.00	$90.00
1 Day Addtl. Copies	900	$0.01	$9.00	90	$0.50	$45.00	810	$0.05	$40.50
SUBTOTAL			$79,054.00			13,325.00			66,402.50

Total Video/Cass/CD **$158,781.50**

Total Estimated Amount Option Year 1 **$849,843.60**

OPTION YEAR TWO - (December 11, 2011 – December 10, 2012)

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
REGULAR HOURS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	5000	$7.75	$38,750.00	500	$10.50	$5,250.00	3000	$7.00	$21,000.00
10 Day 1st Copy	700	$2.50	$1,750.00	150	$2.00	$300.00	1350	$0.25	$337.50
10 Day Addtl. Copies	5000	$0.01	$50.00	250	$0.05	$12.50	4000	$0.05	$200.00
7 Day Original	25000	$7.85	$196,250.00	200	$12.50	$2,500.00	3000	$8.00	$24,000.00
7 Day 1st Copy	3000	$2.50	$7,500.00	100	$2.00	$200.00	1530	$0.25	$382.50
7 Day Addtl. Copies	25000	$0.25	$6,250.00	250	$0.75	$187.50	4000	$0.05	$200.00
3 Day Original	10000	$9.80	$98,000.00	200	$13.50	$2,700.00	3000	$8.50	$25,500.00
3 Day 1st Copy	2500	$2.50	$6,250.00	200	$2.00	$400.00	1800	$0.50	$900.00
3 Day Addtl. Copies	15000	$0.50	$7,500.00	500	$0.05	$25.00	4000	$0.05	$200.00
1 Day Original	15000	$9.90	$148,500.00	200	$15.00	$3,000.00	2000	$9.25	$18,500.00
1 Day 1st Copy	3000	$2.50	$7,500.00	200	$2.00	$400.00	1800	$0.50	$900.00
1 Day Addtl. Copies	27000	$0.50	$13,500.00	500	$0.05	$25.00	8000	$0.05	$400.00
SUBTOTAL			$531,800.00			$15,000.00			$92,520.00

Total Regular Hours **$639,320.00**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
NON-REGULAR HRS	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	500	$8.00	$4,000.00	50	$12.00	$600.00	500	$7.00	$3,500.00
10 Day 1st Copy	300	$1.50	$450.00	10	$2.00	$20.00	50	$1.00	$50.00
10 Day Addtl. Copies	800	$0.01	$8.00	40	$0.05	$2.00	410	$0.01	$4.10
7 Day Original	1000	$8.10	$8,100.00	50	$14.00	$700.00	500	$7.50	$3,750.00
7 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1400	$0.01	$14.00	70	$1.00	$70.00	800	$0.75	$600.00
3 Day Original	1000	$8.50	$8,500.00	40	$16.00	$640.00	500	$8.25	$4,125.00

3 Day 1st Copy	200	$2.50	$500.00	10	$2.00	$20.00	50	$1.00	$50.00
3 Day Addtl. Copies	1300	$0.50	$650.00	30	$1.00	$30.00	600	$0.01	$6.00
1 Day Original	1000	$8.60	$8,600.00	50	$17.00	$850.00	500	$8.75	$4,375.00
1 Day 1st Copy	500	$1.00	$500.00	40	$2.00	$80.00	250	$1.00	$250.00
1 Day Addtl. Copies	2000	$0.01	$20.00	60	$1.00	$60.00	800	$0.01	$8.00
SUBTOTAL			$31,842.00			$3,092.00			$16,808.10

Total Non-Regular Hours **$51,742.10**

	UNCLASSIFIED			CLASSIFIED			SENSITIVE/SAFEGUARD		
VIDEO/CASS/CD	Est Qty	Rate	Total	Est Qty	Rate	Total	Est Qty	Rate	Total
10 Day Original	4000	$6.00	$24,000.00	500	$7.00	$3,500.00	4000	$5.00	$20,000.00
10 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
10 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
7 Day Original	2000	$7.00	$14,000.00	500	$8.00	$4,000.00	3000	$5.50	$16,500.00
7 Day 1st Copy	200	$2.00	$400.00	10	$2.00	$20.00	90	$1.00	$90.00
7 Day Addtl. Copies	1800	$0.01	$18.00	90	$0.50	$45.00	810	$0.05	$40.50
3 Day Original	2000	$7.90	$15,800.00	400	$9.00	$3,600.00	3000	$5.75	$17,250.00
3 Day 1st Copy	100	$2.00	$200.00	20	$2.00	$40.00	180	$1.00	$180.00
3 Day Addtl. Copies	900	$0.01	$9.00	180	$0.50	$90.00	1620	$0.05	$81.00
1 Day Original	3000	$8.05	$24,150.00	200	$9.50	$1,900.00	1500	$8.00	$12,000.00
1 Day 1st Copy	100	$0.50	$50.00	10	$2.00	$20.00	90	$1.00	$90.00
1 Day Addtl. Copies	900	$0.01	$9.00	90	$0.50	$45.00	810	$0.05	$40.50
SUBTOTAL			$79,054.00			13,325.00			66,402.50

Total Video/Cass/CD **$158,781.50**

Total Estimated Amount Base Year 2 **$849,843.60**

Total Estimated Amount Base Year & Option Years 1 - 2 **$2,549,530.80**

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **$849,843.60**. 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 **$255,000.00**. 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 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.3 STATEMENT OF WORK

1.0. Background

In keeping with the Nuclear Regulatory Commission's (NRC) mission to protect the public health and safety in the Nuclear Waste and Management and Support arenas, many public meetings, hearings, and depositions are held as part of the decision-making process in licensing nuclear facilities. These activities are an extremely important and closely scrutinized part of the Commission's daily operations. The nature of the services are such that delays, errors and other forms of unsatisfactory or poor performance will jeopardize the interests of the Commission and adversely impact its regulatory review process. The subject matter for verbatim reporting at adjudicatory hearings and oral arguments before the Atomic Safety and Licensing Board (ASLB) and at meetings of the Advisory Committee for Reactor Safeguards (ACRS) and other Commission-level meetings, is very complex, highly technical and may involve the handling of classified or sensitive unclassified information, primarily in the field of nuclear reactors and nuclear energy. At ACRS meetings, there are frequent changes of speakers and, on many occasions, more than one speaker talking at a time. Some meetings are less technical but equally demanding, often extremely informal, portions of which may be highly sensitive or of a confidential nature. Personnel security interviews conducted by the Office of Administration's (ADM) Division of Facilities and Security are sensitive and shall always be recorded and handled with the utmost confidentiality. Sensitive investigations with the Office of Investigations and Inspector General shall be handled and treated with the utmost confidentiality. Meetings and investigations conducted by NRC offices are held in various locations throughout the country and sometimes require multiple, simultaneous reporting. Most instances requiring the handling of sensitive unclassified or classified material will be held at NRC headquarters. High Level Waste (HLW) hearings dealing with non-classified material may take place at the Las Vegas Nevada hearing facility or at the Rockville facility. Reactor or Materials related proceedings could take place at either location. There may be rare instances where that would not be the case. Although planned to be held at NRC headquarters, a portion of the Yucca Mountain hearings requiring the handling of sensitive unclassified or classified material, will be held in Las Vegas, NV. Most of the adjudicatory proceedings are conducted at various locations throughout the United States.

2.0. Definitions

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

2. Non-consecutive hearing days: Days in which hearings or meetings take place which 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, compact disk (CD) copy, video and audio tapes.

4. NRC headquarters: Commission offices located at 11545 and 11555 Rockville Pike, Rockville, MD; 6003 Executive Boulevard, Rockville, MD; 12300 Twinbrook Parkway, Rockville, Maryland; 7201 Wisconsin Avenue, Bethesda, MD; and 21 Church Street, Rockville, MD

5. Hearings: May include, but are not limited to, any and all types of proceedings conducted by the NRC, whether open to the public or closed. For example, public meetings, adjudicatory proceedings, investigative interviews, industry conferences, committee meetings, multiple-party telephone conferences, press briefing conferences, proceedings for the taking of depositions related to hearings on regulatory matters, grievance hearings, and any proceedings deemed necessary by the NRC.

6. Presiding Official: Unless some other person is so designated in the work order, the Presiding Official means the person who presides, chairs, regulates or controls the event which is being reported.

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, Saturday, and Sunday.

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 legal Federal holidays.

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

10. Verbatim Reporting: The reporting of the exact words spoken at hearings by means of notes, stenomask, directly recorded dictation or monitored direct recording, and the typed reproduction.

11. Subcontract: Any agreement (other than one involving an employer/employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the original contract or subcontract.

12. NRC Project Officer: The Project Officer is an NRC employee, designated by the requesting office, who is familiar with the contracting process as a result of training and experience.

13. Contracting Officer: The Contracting Officer (CO) is an exclusive agent of NRC who enters into, administers, or terminates contracts, ensuring that all applicable requirements of law, Executive Orders, regulations, and other procedures are met before the execution of any contract or any modification of an existing contract. The CO is the only individual authorized to bind the Government.

3.0. Scope of Work

The contractor shall provide court reporting services for a variety of depositions, hearings, investigations, meetings and oral arguments throughout the United States including Alaska, Hawaii, Puerto Rico, Guam, any U.S. protectorate, and the countries of Canada and Mexico for the NRC headquarters and OI regional field offices. Some of these hearings, depositions or investigations may require the handling of sensitive unclassified or classified material. Most instances requiring the handling of sensitive unclassified or classified material, including safeguards will be held at NRC headquarters. There may be a rare instance where that would not be the case. High Level Waste (HLW) hearings dealing with non-classified material will take place at the Las Vegas Nevada hearing facility or at the Rockville facility. Proceedings related to licensing of nuclear reactors or licensing for possession of nuclear materials could take place at either location. Appropriate security clearances, cleared facility, and handling and processing of the material will be required.

4.0. Work Requirements

The services which the contractor is required to provide include, but are not limited to, those described herein.

Requirement: State-of-the-art verbatim reporting services and equipment are required. The efforts requirements are listed below and are to be included as part of the unit costs.

1. Provide professional personnel competent in the technique of court reporting and equipment as necessary for the furnishing of accurate transcripts, diskettes, CDs and copies, all inclusive.

2. Provide full and complete transcribed verbatim record, which encompasses a record verbatim of everything spoken or presented during a session and incorporate it where indicated into the transcript unless otherwise directed by the Presiding Official. A record of appearances and exhibits, with the names and identification of the parties who actually testify or speak at the proceedings or who request the entering of their appearance, together with such other matters shall be included, as directed by the Presiding Official.

3. Furnish complete transcripts, minuscripts, electronic files, audio or video tapes, CD ROMs, all inclusive, as ordered to accurately reflect the full and complete verbatim record of the hearings. The Presiding Official or the NRC Project Officer reserves the right to make necessary corrections to the transcript to reflect an accurate record. The corrections will be provided to the reporting company for a corrected transcript.

4. Provide duly authorized notaries and reporters who are empowered to administer oaths in the state in which the proceeding is being held. Provide the original authenticated transcript certification page as the last page of each transcript.

5. Transcribe standard audio cassette tapes, micro tapes or video tapes, CD's, and other prescribed material furnished by the NRC. Classified material is to be transcribed on-site at NRC headquarters or, at the contractor's office at the discretion of the NRC.

6. As required, furnish a CD, or other electronic media with identical pagination and content as the original printed transcript.

7. As required, provide an electronic version of the transcript in Portable Document Format (PDF) format. 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 shall also include any prefiled testimony introduced during the session embedded in the PDF document transcript. Additionally, this PDF version will sometimes be submitted via the NRC's Electronic Information Exchange (EIE) System (see http://www.nrc.gov/site-help/eie.html). When submitted via EIE, it will be the only copy requirement – no hard copies will be necessary.

8. When requested on the work order, provide an electronic relative time-coded ascii text file. The ascii text file will have the relative time begin at 00:00:00 in the format of hh:mm:ss. The time code will appear at the beginning of each line of the transcript, followed by a tab, then the transcript line number.

4.1. Compact Disks (or other electronic media) of hearings, indexing and Minuscript Services

When required by the NRC, the contractor shall furnish minuscripts or computer readable media (i.e., an email version may be substituted for a CD when designated on the work order request) of the official transcript. There will be no cost to the NRC for the CD or electronic media versions.

The minuscript pages and/or index pages will be paid in accordance with the page rate stated in the contract for copies. The CD, electronic media or minuscript shall have identical pagination and content as the original printed transcript and conform to the following specifications:

1. The CD shall be delivered in Microsoft Word format or Adobe PDF (subject to change as technology develops) or as required by the NRC Project Officer.

2. Each CD or electronic media shall be clearly labeled to identify the transcript by title of meeting, docket number, if applicable, work order number, date and page numbers. Only one day's transcript(s) shall be placed on each media.

3. Each CD or electronic media shall be created with a computer file name with the following format: The first two characters shall be the first two characters of the case name, i.e., Private Fuel Storage - PF. The next six characters shall be the date of the proceeding in the YYMMDD format followed by default software extension (i.e., Word = .doc).

4. If the official printed transcript is not created from the CD, the production of the CD from the printed copy must include appropriate key verification, proofreading, editing, and/or updating to assure 100 percent text equivalency on a page-by-page line-by-line basis.

5. The delivery requirement for CDs will be indicated on work orders issued hereunder and shall be delivered with the paper transcript. If an electronic copy, it will be emailed to be received no later than the hard copy delivery.

6. Indexing of transcripts - When required by the NRC, the contractor shall provide an indexed transcript with the features of Minuscript or similar software which places four full pages of a transcript on a single page.

4.2. Electronic transmission of Secure Files

The contractor shall provide an electronic mailbox to receive files (for transcription) transmitted as .dss digital files with an automatic email to the sender confirming receipt of said file(s) to the contractor.

The .dss digital files will be sent to the electronic mailbox using PKWare SecureZip or other agreed upon software which would allow the files to be sent encrypted.

The contractor will employ the use of an erasure software program similar to BCWipe which will ensure that once the digital file has been transcribed, the file will be erased from any and all drives on the contractor desktops. Once transcribed, the contractor will electronically return the transcript to the NRC via an encrypted email with a copy of the transmitting email to the NRC Project Officer.

At the present time no files will be sent electronically either to or from the contractor which contain safeguards information (SGI) or classified information. Recordings or transcripts containing SGI or classified information will be processed in paper and mailed in the appropriate manner to and from the contractor in compliance with NRC requirements found in Management Directives, Volume 12 – Security (sections 12.1 – 12.7).

The contractor should not maintain sensitive digitally-recorded interviews on their computers.

The NRC at all times shall have the right to reproduce transcripts, CDs, video, audio tapes and other electronic material furnished under this contract. The NRC also reserves the right to place electronic copies of transcripts, audio/video tapes furnished under this contract to NRC's external web sites for viewing by the members of the public. The NRC reserves to itself the authority to change this practice at any time, with or without prior notice to the contractor.

4.3. Performance

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, CD's and copies thereof in accordance with the requirements of this contract.

The contractor shall provide a Spanish speaking reporter/transcriber when necessary or as directed by the NRC Project Officer.

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.

4.4. Supervision

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

5.0. Format

1. Transcripts: Transcripts will be typed on white 20-pound rag bond or equal. The original of all transcripts will be furnished to the NRC. Paper will be 8-1/2 x 11 inches in size, with a margin of 1-3/4 inches at the left-hand side and a margin of 3/8 inch at the right-hand side. Paper to be used will be subject to approval by the NRC. Typing will be double-spaced, using an Arial 11 font or an equal type of style. Use of "or equal" type faces will be subject to the approval of the NRC. Only one type element may be used in a single transcript. Whenever testimony is continuous, requiring more than one line, the typing will begin as close as possible to the left marginal line. Words will be properly hyphenated when necessary. The per page rate set forth in the resultant contract will be paid for the title page and index page(s) and for all pages containing 25 lines of transcription. There will be no payment for the Disclaimer or Authentication pages. Payment for pages of a transcript with less than 25 lines per page will be made on a net of 25 lines. Any duplicated copies of such transcripts ordered and delivered will be invoiced and paid at the same page count as the original transcript. Each line must contain words, not characters, signs, or symbols.

   No payment will be made for lines in excess of 25 lines per page. Numbers indicating each line of transcription upon the page; i.e., one to 25 inclusive will be printed at the left margin line of the original transcript.

2. Covers and Title Pages in accordance with NRC Management Directives 12.1 – 12.6: Each copy of the transcript furnished shall be bound with covers of good quality, white or colored (other than yellow). Red covers shall not be used. Cover markings shall include a statement, when appropriate, that the contents are of a Proprietary nature, Safeguards, or Classified in which case the designated color cover shall be used. Each transcript shall also have a title page. The cover and title page shall show general information such as an identification of the U.S. Nuclear Regulatory Commission, the nature of the proceeding (e.g., Commission Meeting, Atomic Safety and Licensing Board Proceeding, Advisory Committee on Reactor Safeguards Meeting, the Office of Investigations, etc.), name of proceeding, location, date, number of pages, work order number, page range and, when applicable, the docket number. In the case of Commission meetings, the title page shall also show the title of the meeting, indicate "COMMISSION MEETING" and either "PUBLIC MEETING," or "CLOSED MEETING" (for closed meetings, the page shall also indicate the exemption number(s), the place, date, and starting time). The title page shall list the Commissioners present as well as members of the staff and presenters seated at the Commission table. In the case of ACRS meetings the title page shall also show the title of the meeting, indicate "ACRS MEETING" and either "PUBLIC MEETING" or "CLOSED MEETING."

3. Indexing: In the original and each copy of the transcript of a ASLBP proceeding, the title page showing name, docket number, date of proceedings, appearances, location, etc., shall be followed by a page or pages indexing the witnesses and exhibits. Each transcript shall include one complete index of witnesses and exhibits. The index shall state the pages devoted to the testimony of the witness, the party for whom testifying, and the page at which direct, cross, redirect, recross, and ASLBP examination begins. The index shall also identify the exhibits by number and/or letter showing the page and party where identified for the record, and the page where admitted, denied admittance, or withdrawn, and give a brief description of the nature of the exhibit. Other documentary material bound into the transcript, as required by the Presiding Official, shall also be indexed in the same fashion.

4. Pagination: Unless otherwise required by the Presiding Official, the paging of the transcript shall be in a single series of consecutive numbers regardless of the number of days of the hearing. The page numbers of the transcript of a further hearing shall follow consecutively the paging of the last previous hearing in the same proceeding, unless otherwise required by the Presiding Official. Page numbers are to be placed at the top right corner of each page.

5. Binding: Transcripts shall be punched with three (3) round 1/4-inch holes, 4-1/4 inch center-to-center, and shall be tied with 3/8-inch cotton twill (red notary tape) in such a manner that it can be disassembled and reassembled with ease. The contractor shall punch and bind with the record, in the order of its submittal, each document which is accepted and required by the Presiding Official for the record. Any material, including exhibits, not of suitable size shall be so specified as not part of the transcribed record and be handled separately as an exhibit.

5.1. ACRS Disclaimer

Transcripts for ACRS meetings shall include a disclaimer page inserted as the first page (unnumbered) as follows:

> "PUBLIC NOTICE BY THE
> UNITED STATES NUCLEAR REGULATORY COMMISSION'S
> ADVISORY COMMITTEE ON REACTOR SAFEGUARDS
>
> (DATE)
>
> "The contents of this transcript of the proceeding of the United States Nuclear Regulatory Commission's Advisory Committee on Reactor Safeguards, as reported herein, is a record of the discussions recorded at the meeting held on the above date."
>
> "This transcript has not been reviewed, corrected or edited and it may contain inaccuracies."

5.2. Exhibits

Exhibits are paper documents, electronic files, or physical objects presented to the court by the litigants during adjudicatory proceedings.

Exhibits shall not be bound into the record unless the Presiding Official so requires. The Presiding Official, at his or her discretion, may require that exhibits be read or copied into the record in part or in full.

5.3. Pre-filed Testimony

A copy of any pre-filed testimony will be given to the court reporter for insertion into the transcript where specified by the Presiding Official. The contractor will make additional copies of testimony for insertion in additional copies as necessary. The contractor is to be paid in accordance with the page rate stated in the contract for copies.

5.4. Authentication

The original of the paper transcript shall be authenticated by an original signature of the Official Reporter reporting the hearing by a certificate page as follows:

"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"

If the reporter does not actually type the transcript, signature of the typist is also required.

6.0. Work Orders

Orders for services required hereunder will be placed or issued by the NRC Project Officer at least 48 hours before the start of a hearing. However, within the Washington, D.C. metropolitan area, during regular working hours, the Government reserves the right to require the contractor's reporter to be at the proceeding site within 4 hours after notification by the NRC Project Officer or his duly authorized representatives. In the case of an emergency, such as an event requiring an Incident Investigation Team, orders for required services to be performed outside the Washington, D.C. metropolitan area may be placed or issued by the NRC Project Officer or an authorized representative at least 24 hours before the start of a hearing.

6.1. Electronic Submission of Work Orders

Work orders will be generated on NRC Form (587) by the requesting NRC office and forwarded to the NRC Project Officer. The work order will be reviewed and confirmed by the NRC Project Officer and forwarded electronically via e-mail, 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 NRC Project Officer.

6.2. Processing Work Orders

Work orders submitted by the NRC will state the time, date, place of the hearing, the type of hearing, Presiding Official and/or contact person, the title or subject of the proceeding, the estimated duration, the number of copies of transcripts and/or diskettes required, any requirements for indexing of the transcript, the delivery schedule, any security clearance required (L or Q clearance), pagination instructions to assure the continuation of pagination when applicable, in-camera or sensitive material instructions, 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 theNRC 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 14 calendar days after the expiration of the contract, or any extension thereof.

7.0. Reporting

At least 24 hours prior to the hearing, deposition or meeting, 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 or meeting facility no less than 40 minutes prior (this is the time the clock begins for determining late arrival) to the scheduled commencement of a hearing and present himself/herself to the Presiding Official in order 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 day.

The assigned reporter shall report/record verbatim everything spoken or presented (such as pre-filed 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 entering of their appearance, together with such other matters as may be directed to be included by the Presiding Official. 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 Official. No part of the proceedings shall be omitted from the record unless the Presiding Official 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, video tapes, etc. as ordered which accurately reflect the full and complete verbatim record of the hearings. Except for those instances as described below, transcription may be taken by an electronic (direct) recording device, or by stenotype machine. In the event that transcription by any reporting technique for any investigative hearings by the NRC's Office of Investigations, Office of Inspector General and ADM's Division of Facilities and Security, is determined by the NRC to be an impediment in any manner, the contractor will be required to use another technique.

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 work orders scheduled for the following week.

8.0. Postponements

If an adjudicatory proceeding has been noticed for hearing and is called, but not held at the time and place indicated in the notice, a record shall nevertheless be written with the title page and list of the persons desiring to record their appearances, together with a memorandum of the date, hour, and place at which the hearing was called and a statement showing the action taken. If the Presiding Official or other official is present and an official reason is stated why the

hearing was not held as scheduled, such reason shall be included in the record. If no official reason is stated, the reporter shall, before transcription of a record, ascertain from the Presiding Official, other hearing official, or the Counsel for the Commission or its staff, the reason why such hearing was not held as scheduled and insert such statement and identify the individual source in the record to be transcribed. The contractor shall be paid for each page involving a postponement in accordance with the contract schedule for the type of delivery ordered.

9.0. Cancellations of Hearings

In the event a hearing is canceled, the NRC will notify the contractor as soon as the cancellation becomes known. Within the Washington, D.C. metropolitan area, if less than 4 hours notice is given or if less than 24-hours notice outside the Washington, D.C. metropolitan area, the contractor will be paid the guaranteed minimum specified in the resultant contract.

10.0. Equipment in the ASLBP Hearing Room

The ASLBP hearing room, located at NRC headquarters, is equipped with a voice activated video recording system that captures the audio and video of the individual speaking in the course of adjudicatory hearings. The hearing room is also equipped with state-of-the-art computer interface that allows parties to submit testimony or exhibits in electronic form. Initial coordination between the Clerk of the Court and Court Reporter in handling either video transcripts or electronic documents will be necessary.

11.0. Performance Standards and Reduction Schedule

Failure to make delivery within the times required, furnish transcripts or other services in accordance with the provisions of the contract, or failure to promptly correct deliverables upon notice, and/or correct material deemed by the NRC Project Officer to be illegible or defective will result in a reduction in payment, as follows:

Performance Requirement	Performance Standard	Method of Monitoring	Reduction
Provide a full and complete verbatim record/transcript Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken 1 day delivery by 8:30 a.m. next business day; Encrypted by 2:00 p.m.	Parties will evaluate the transcript Project Officer will note delivery time	See corrected transcripts below 1 day rate less 10% per day late up to a maximum of 50%
Provide a full and complete verbatim record/transcript Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken 3 day delivery by 8:30 a.m. next business day; Encrypted by 2:00 p.m.	Parties will evaluate the transcript and inform Project Officer Project Officer will note delivery time	See corrected transcripts below 3 day rate less 10% per day late up to a maximum of 50%

Provide a full and complete verbatim record/transcript Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken 7 day delivery by 8:30 a.m. next business day; Encrypted, by 2:00 p.m.	Parties will evaluate the transcript and inform Project Officer Project Officer will note delivery time	See corrected transcripts below 7 day rate less 10% per day late up to a maximum of 50%
Provide a full and complete verbatim record/transcript Hard copy, CD or electronic or, electronic encrypted files as requested	Transcribe word-for-word what was spoken 10 day delivery by 8:30 a.m. next business day; Encrypted, by 2:00 p.m.	Parties will evaluate the transcript and inform Project Officer Project Officer will note delivery time	See corrected transcripts below 10 day rate less 10% per day late up to a maximum of 50%

If an acceptable corrected transcript is not returned within 3 days, the price shall be computed at the applicable rate set forth above less an additional 10 percent accruing on a per day basis to a maximum reduction of 50 percent. Corrected transcripts will be paid in accordance with the page rate stated in the contract for copies and will be dependent upon the delivery time requested.

CD/electronic copies of transcripts are to be delivered with the hard copies as set forth in the preceding table. Electronic copies should be delivered via email prior to receipt of the hard copy, per the delivery schedule above. The reduction schedule for the electronic encrypted copy is the same as for the hard copies as set forth in the table.

The electronic encrypted copy of transcripts is to be delivered (emailed) and the reduction schedule is as set forth in the table above.

If the contractor fails to secure a reporter or a reporter is a no-show, $500 is to be deducted from a subsequent bill. If the reporter is up to 1 hour late, $200 will be deducted from the subsequent bill, or $300 if 1 to 2 hours late (see second paragraph under "Reporting" section regarding arrival time).

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

12.0. Quality Assurance Surveillance Plan

NRC 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 the terms of the contract.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)(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 FAR 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; 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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 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.

(4) 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.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5).

[] (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

[X] (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a). [] (6) 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).

[] (7) [Reserved]

[X] (8)(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.

[] (9)(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.

[X] (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

[] (11)(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.

[X] (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

[] (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.

[] (15) 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).

[] (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (18) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C 632(a)(2)).

[X] (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

[X] (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (23) 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).

[X] (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[X] (25) 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).

[X] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[X] (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (28)(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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

[] (30)(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.

[X] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (FEB 2009) (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.

[] (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 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).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 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)).

[] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (43)(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:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (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.).

Employee Class Monetary Wage-Fringe Benefits

[X] (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 (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

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

(v) 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).

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

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

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.4 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 through .

(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.5 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 , 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 ;

(2) Any order for a combination of items in excess of ; or

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

(c) 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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 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.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(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."

(c) 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 .

C.7 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 60 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 three (3) years.

C.8 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on December 11, 2009 and will expire on December 10, 2010. 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.) The term of this contract may be extended at the option of the Government for an additional two years.

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond December 10, 2010. 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 December 10, 2010, 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment No. 1	**Billing Instructions for Fixed Price Contracts (JUNE 2008)**
Attachment No. 2	**NRC Form 587 - Request for Court Reporting Services**
Attachment No. 3	**NRC Form 187 – Contract Security and/or Classification Requirements**