AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF PAG
		1	

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
4	SEP 1 8 2005		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555	3100	U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T-7-I-2 Washington, DC 20555	3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
SCHREIBER TRANSLATIONS INC 51 MONROE ST STE 101 ROCKVILLE MD 208500242		NRC-10-04-402 9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-04-402 Modification No. 4
CODE / FACILITY CODE	X	10B. DATED (SEE ITEM 13) 05-05-2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.243-1 Changes-Fixed Price (Aug. 1987)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to (1) revise the subject contract in accordance with the attached within-scope Statement of Work (ATTACHMENT 1) and NRC Form 187 (ATTACHMENT 2) and incorporate the contractor's proposal dated 7/8/05, and (2) increase the contract ceiling by $3,450 from $446,208.93 to $449,658.93 (to cover the IT System Security for Sensitive Unclassified Work Orders). Accordingly, the contract is hereby modified as follows:

1. Subsection C.4, Consideration and Obligation-Delivery Orders, paragraph a is deleted in its entirety and substituted in lieu thereof as follows:

"(a) The total estimated amount of the contract (ceiling) for the product/services ordered, delivered, and accepted under this contract is $449,658.93."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Marta Schulman, President	Elois J. Wiggins
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED: 9/13/05
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED: 9/8/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001 SISP REVIEW COMPLETE ADM002

NAME OF OFFEROR OR CONTRACTOR
SCHREIBER TRANSLATIONS INC

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	A summary of obligations for this contract, from date of award through this action, is provided below: Total FY 2004 Obligation.....$81,822 Total FY 2005 Obigation:.....$66,000 Cumulative Total of NRC Obligations.....$147,822 All other terms and conditions under this contract remain unchanged. This modification does not obligate FY 2005 funds.				

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

Base Period - 8 months
4/30/04 - 12/31/04

Projected No. of Standard Orders: 52
Projected No. of Expedited Orders: 13
Projected No. of Sensitive Orders: 2

Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount
	Language Group	Translation Type	Schedule				
1	Germanic	Into English	Standard	[redacted]			$ 11,088.00
2	Germanic	Into English	Expedited	[redacted]			$ 4,228.70
3	Germanic	From English	Standard	[redacted]			$ 745.20
4	Germanic	From English	Expedited	[redacted]			$ 187.00
5	Romance	Into English	Standard	[redacted]			$ 950.30
6	Romance	Into English	Expedited	[redacted]			$ 451.20
7	Romance	From English	Standard	[redacted]			$ 47,628.00
8	Romance	From English	Expedited	[redacted]			$ 2,475.00
9	East Asian	Into English	Standard	[redacted]			$ 6,352.50
10	East Asian	Into English	Expedited	[redacted]			$ 2,456.25
11	East Asian	From English	Standard	[redacted]			$ 420.00
12	East Asian	From English	Expedited	[redacted]			$ 106.50
13	Eastern European	Into English	Standard	[redacted]			$ 2,899.45
14	Eastern European	Into English	Expedited	[redacted]			$ 1,056.55
15	Eastern European	From English	Standard	[redacted]			$ 177.00
16	Eastern European	From English	Expedited	[redacted]			$ 48.00
						Total for Base Period	**$ 81,269.65**

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

1st Option Year - Continued

29	Eastern European	Into English	Standard	[redacted]	$ 3,412.50
30	Eastern European	Into English	Expedited	[redacted]	$ 1,437.50
30a	Eastern European	Into English	Sensitive	[redacted]	$ 1,050.00
31	Eastern European	From English	Standard	[redacted]	$ 120.00
32	Eastern European	From English	Expedited	[redacted]	$ 61.00
32a	Eastern European	From English	Sensitive	[redacted]	$ 240.00
				Total for 1st Option Year	**$ 87,035.10**

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

2nd Option Year - Continued

45	Eastern European	Into English	Standard	[redacted]	$ 3,477.50
46	Eastern European	Into English	Expedited	[redacted]	$ 1,462.50
46a	Eastern European	Into English	Sensitive	[redacted]	$ 1,070.00
47	Eastern European	From English	Standard	[redacted]	$ 122.00
48	Eastern European	From English	Expedited	[redacted]	$ 62.00
48a	Eastern European	From English	Sensitive	[redacted]	$ 244.00
				Total for 2nd Option Year	**$ 91,942.00**

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

3rd Option Year - Continued

60a	East Asian	From English	Sensitive	[redacted]	$ 292.00
61	Eastern European	Into English	Standard	[redacted]	$ 3,542.50
62	Eastern European	Into English	Expedited	[redacted]	$ 1,487.50
62a	Eastern European	Into English	Sensitive	[redacted]	$ 1,090.00
63	Eastern European	From English	Standard	[redacted]	$ 124.00
64	Eastern European	From English	Expedited	[redacted]	$ 63.00
64a	Eastern European	From English	Sensitive	[redacted]	$ 248.00
				Total for 3rd Option Year	**$ 97,194.90**

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

4th Option Year
1/01/08 - 12/31/08

Projected No. of Standard Orders: 34
Projected No. of Expedited Orders: 36
Projected No. of Sensitive Orders: 11

Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount
	Language Group	Translation Type	Schedule				
65	Germanic	Into English	Standard	[redacted]			$ 14,400.00
66	Germanic	Into English	Expedited	[redacted]			$ 6,095.00
66a	Germanic	Into English	Sensitive	[redacted]			$ 2,592.00
67	Germanic	From English	Standard	[redacted]			$ 928.00
68	Germanic	From English	Expedited	[redacted]			$ 271.40
68a	Germanic	From English	Sensitive	[redacted]			$ 278.40
69	Romance	Into English	Standard	[redacted]			$ 1,198.50
70	Romance	Into English	Expedited	[redacted]			$ 650.00
70a	Romance	Into English	Sensitive	[redacted]			$ 1,128.00
71	Romance	From English	Standard	[redacted]			$ 26,796.00
72	Romance	From English	Expedited	[redacted]			$ 27,287.50
72a	Romance	From English	Sensitive	[redacted]			$ 232.00
73	East Asian	Into English	Standard	[redacted]			$ 7,095.00
74	East Asian	Into English	Expedited	[redacted]			$ 3,475.00
74a	East Asian	Into English	Sensitive	[redacted]			$ 3,870.00
75	East Asian	From English	Standard	[redacted]			$ 444.00
76	East Asian	From English	Expedited	[redacted]			$ 150.00

B.1 PRICE/COST SCHEDULE

Unit prices include all costs related to the pick-up of work orders and the production and delivery of acceptable translation packages, including, but not limited to costs connected with: transportation, packaging, postage, and shipping; office supplies, including CD-ROMs and diskettes; editing of translated documents; scanning of graphic material included in translations; desktop publishing of translated documents; completion of forms required by the NRC; billing and other administrative tasks.

4th Option Year - Continued

76a	East Asian	From English	Sensitive	[redacted]	$ 296.00
77	Eastern European	Into English	Standard	[redacted]	$ 3,607.50
78	Eastern European	Into English	Expedited	[redacted]	$ 1,512.50
78a	Eastern European	Into English	Sensitive	[redacted]	$ 1,110.00
79	Eastern European	From English	Standard	[redacted]	$ 126.00
80	Eastern European	From English	Expedited	[redacted]	$ 64.00
80a	Eastern European	From English	Sensitive	[redacted]	$ 252.00
				Total for 4th Option Year	**$ 103,858.80**
				GRAND TOTAL — Base Period and 4 Option Years	**$ 461,300.45**

IT System Security - Sensitive Unclassified Work Orders

Item No.	Description	Est. Quantity	Unit	Unit Price	Amount
81	System Configuration & System Security Testing	[redacted]	Hours	[redacted]	$1,200.00
82	Documentation Set-Up	[redacted]	Hours	[redacted]	$2,250.00
				Total - IT System Security	$3,450.00
				GRAND TOTAL - TRANSLATION WORK ORDERS & SYSTEM SECURITY	$464,750.45

1. IT Level II Approved Linguists	
Name	Language Competency
[redacted]	German 1
[redacted]	German 2
[redacted]	Russian 1
[redacted]	Russian 2
[redacted]or	Spanish 1
[redacted]	Spanish 2

2. Administrative Staff/Managers. At any given time, the contractor must have available at least two (2) IT Level II approved employees to handle and process sensitive NRC work orders. Approved administrative staff/managers are listed below.

IT Level II Approved Administrative Staff/Managers	
Nam	
[redacted]	**Senior Project Manager**
[redacted]	**Chief Operating Officer**
[redacted]	**Director of Finance & Human Resources**
[redacted]	**President**

3. IT Personnel. Contractor IT personnel and subcontractors with access to automated information systems used to process NRC sensitive unclassified work orders must hold IT Level II approvals. Approved IT personnel are listed below.

3. IT Level II Approved IT Personnel	
Name	Position Title/Professional Competency
[redacted]	Director of Information Systems

E. MANAGEMENT DIRECTIVE SERIES 12 - SECURITY

NRC Security clause 2052.204-70 SECURITY (March 2004) will be incorporated into any contract resulting from this solicitation. Accordingly all of the MD 12 series will also be incorporated into any contract. The contractor shall comply with those portions of the MD 12 series that the contracting officer determines are relevant to the contract.

language acronym, when translated and spelled out, not appear in NUREG-0544, do the following:

At the appropriate point in the text, print the English words for which the acronym stands, followed by the foreign characters that make up the acronym in Roman type enclosed by parentheses.

Example: "Junction of connecting rod and head of heat-evolving Emergency Regulatory Cassette (ARK) assembly...."

When acronym appears in a list, print the foreign acronym in Roman type, followed by the acronym translated into English and the full English text corresponding to the foreign acronym.

Example:	Foreign	English	English text
	AES	NPP	Nuclear Power Plant

NRC will supply additional references and respond to specific questions in this area on an as-needed basis.

F. PROPER NAMES

Proper names shall not be translated. The contractor shall translate the name of foreign organizations only if it will enhance the meaning of the translated work. An organization's initials shall not be changed to agree with English translation of its name. (For example: *Kernforschungszentrum Karlsurhe* translates to "Karlsruhe Nuclear Research Center," but the abbreviation for the organization shall remain "KFK.")

G. PUNCTUATION

The contractor shall use accepted standard English punctuation in all translations; this will not necessarily parallel the original foreign document.

H. ENGLISH TEXT IN ORIGINAL DOCUMENT

All English pages or sections of the original document shall be incorporated into both the paper and electronic versions of the text, and re-formatted to match the overall style and format of the translation. Scanning English-language text and inserting it into the translation as an image is not acceptable.

I. MATHEMATICAL ELEMENTS AND EQUATIONS

The contractor shall provide legible, accurate mathematical elements and equations.

Mathematical elements within the text shall be re-keyed into the translated text, not handwritten into the paper copy. The contractor shall allow sufficient space for subscripts and superscripts.

If a mathematical equation, found between lines of text, is of a reproducible quality, the contractor shall scan it from the foreign document and paste the image into the translation at the appropriate place in the text. If the mathematical equation is not of reproducible quality, the contractor shall re-key it.

J. PHOTOGRAPHS

Photocopies of photographs or glossy prints of photographs included in the foreign document shall be scanned, and the images positioned in the translation as in the foreign document. Credits for photographs need not be translated.

K. VISUAL MATERIALS

Full-page illustrations, figures, charts, drawings, graphs, tables, and other visual materials shall appear in the translation as positioned in the original document and be formatted, insofar as is practicable, for printing on 8-1/2 by 11 inch paper. Some visual materials will need to be reduced or blown up for clarity to meet NRC specifications. As a rule, fold-outs should not exceed 8-1/2 by 14 inches.

1. Handling Requirements for Sensitive Unclassified Documents

g. PHYSICAL COPY TRANSMISSION

How may physical copies, including paper documents, CD-ROMS, and disks, be transmitted?	Transmit in a single opaque envelope or package with no special marking. Address the envelope/package to an authorized individual. Envelopes and packaging material must be opaque, durable, well-sealed and tamper-evident. Information may be transmitted by – • NRC Messenger/NRC contractor messenger. • U.S. Postal Service: First Class Mail, Registered Mail, Express Mail, Certified Mail. • Hand carried by any individual authorized access to the information. That individual shall retain the information in his or her possession to the maximum extent possible unless they place the document in the custody of another person authorized access. • Approved commercial carrier (FedEx, DHL, etc.). The document should be returned to an NRC authorized storage location or the contractor's facility at the earliest possible opportunity.

h. ELECTRONIC COPY TRANSMISSION

May documents be transmitted via email or fax machine?	Sensitive documents and translations shall not be transmitted electronically, e.g., by email or facsimile.

i. STORAGE

Physical Storage: Store paper copies and electronic storage media (diskettes, CD-ROMs, etc.) in a secure locked container (e.g., a key-locked file cabinet or equivalent storage container) that is accessible only by contractor staff and subcontractors authorized access to the material.

Electronic Systems: May be stored only on computer systems that comply with guidance and standards established by the National Institute of Standards and Technology (NIST) under the Federal Information Security Management Act (FISMA), as required under Section B.5.B, above. Information should not be saved/stored on any network or hard drive that is shared with unauthorized personnel. Work should be performed and saved on a floppy disk or other removable media.

j. DISPOSITION AND DESTRUCTION

Schedule: Once a sensitive work order has been accepted and paid for by the NRC, the contractor shall, within thirty (30) days of receipt of payment either

(1) return to the NRC Project Officer or

(2) destroy, in an manner pre-approved in writing by the NRC Project Officer,

all paper and electronic copies of the original document and the translation.

Physical Copies: Destroy by any means that prevents reconstruction in whole or part, including the following methods:
- Tear into one-half inch pieces or smaller.
- Destroy by burning, pulping, pulverizing, shredding or chemical decomposition.

Electronic Data: Use special approaches to delete sensitive unclassified data from electronic storage media. These approaches, as mentioned in the MD 12.5 Handbook, include –
- Destruction of the physical media.
- Obliteration or wiping of the sensitive data through the use of an approved software product such as BCWIPE or SDELETE.
- Erasure of all data through degaussing.

SCHEDULE FOR DELIVERY OF NON-SENSITIVE TRANSLATIONS – STANDARD TURNAROUND	
Number of Words in Original Document	**Delivery Date for Translated Document**
2,000 or less	3rd Federal workday after contractor receipt of original document
2,001 to 4,000	4th Federal workday after contractor receipt
4,001 to 6,000	5th Federal workday after contractor receipt
6,001 to 8,000	6th Federal workday after contractor receipt
8,001 to 10,000	7th Federal workday after contractor receipt
10,001 to 12,000	9th Federal workday after contractor receipt
12,001 to 14,000	10th Federal workday after contractor receipt
14,001 to 16,000	11th Federal workday after contractor receipt
16,001 to 18,000	12th Federal workday after contractor receipt
18,001 to 20,000	13th Federal workday after contractor receipt
20,001 to 22,000	15th Federal workday after contractor receipt
For every 2,000 additional words...	Add one (1) Federal workday for translation
For every 10,000 additional words...	Add (1) extra Federal workday for editing and formatting
* If the work order directs the contractor to furnish a written cost estimated and receive written approval of the estimate from the Project Officer before proceeding with the translation, the delivery date for the translated document shall be calculated from the date of Project Officer approval rather than the date of Contractor receipt.	

2. Expedited Schedule

When necessary, work orders for expedited translations shall be issued to the contractor. Expedited translations are due by 12:00 PM on the due date specified on the work order form or approved by the Project Officer. The NRC's official working hours are 7:00 AM to 4:15 PM. The expedited delivery schedule for non-sensitive work orders assumes translation at a rate of 4,000 words per Federal workday, plus one (1) additional Federal workday for editing and formatting each 20,000 words, or portion thereof, in the original document. The contractor shall complete corrections to deliverables on an expedited basis. Incentive payments will be made for early delivery of expedited-turnaround documents, as specified in Section C.10.

The due dates for non-sensitive translations ordered on an expedited basis and for corrections are as follows:

SCHEDULE FOR DELIVERY OF NON-SENSITIVE TRANSLATIONS – EXPEDITED TURNAROUND	
Number of Words in Original Document	**Delivery Date for Translated Document**
4,000 or less	3rd Federal workday after contractor receipt of original document
4,001 to 8,000	4th Federal workday after contractor receipt
8,001 to 12,000	5th Federal workday after contractor receipt
12,001 to 16,000	6th Federal workday after contractor receipt
16,001 to 20,000	7th Federal workday after contractor receipt

SCHEDULE FOR DELIVERY OF NON-SENSITIVE TRANSLATIONS – EXPEDITED TURNAROUND	
Number of Words In Original Document	***Delivery Date for Translated Document***
20,001 to 24,000	9th Federal workday after contractor receipt
24,001 to 28,000	10th Federal workday after contractor receipt
28,001 to 32,000	11th Federal workday after contractor receipt
32,001 to 36,000	12th Federal workday after contractor receipt
36,001 to 40,000	13th Federal workday after contractor receipt
40,001 to 44,000	15th Federal workday after contractor receipt
For every 4,000 additional words...	Add (1) extra Federal workday for translation
For every 20,000 additional words...	Add (1) extra Federal workday for editing and formatting
* If the work order directs the contractor to furnish a written cost estimated and receive written approval of the estimate from the Project Officer before proceeding with the translation, the delivery date for the translated document shall be calculated from the date of Project Officer approval rather than the date of Contractor receipt.	

B. SENSITIVE TRANSLATIONS

Completed translations are due by 12:00 PM on the due date specified on the work order form or approved by the Project Officer. The NRC's official working hours are 7:00 AM to 4:15 PM. The delivery schedule for sensitive work orders assumes translation at a rate of 1,000 words per Federal workday, plus one (1) additional Federal workday for editing and formatting each 5,000 words, or portion thereof, in the original document.

The due dates for sensitive translations are as follows:

SCHEDULE FOR DELIVERY OF SENSITIVE TRANSLATIONS	
Number of Words In Original Document	***Delivery Date for Translated Document***
1,000 or less	3rd Federal workday after contractor receipt of original document
1,001 to 2,000	4th Federal workday after contractor receipt
2,001 to 3,000	5th Federal workday after contractor receipt
3,001 to 4,000	6th Federal workday after contractor receipt
4,001 to 5,000	7th Federal workday after contractor receipt
5,001 to 6,000	9th Federal workday after contractor receipt
6,001 to 7,000	10th Federal workday after contractor receipt
7,001 to 8,000	11th Federal workday after contractor receipt
8,001 to 9,000	12th Federal workday after contractor receipt

SCHEDULE FOR DELIVERY OF SENSITIVE TRANSLATIONS	
Number of Words in Original Document	**Delivery Date for Translated Document**
9,001 to 10,000	13th Federal workday after contractor receipt
10,001 to 11,000	15th Federal workday after contractor receipt
For every 1,000 additional words...	Add one (1) Federal workday for translation
For every 5,000 additional words...	Add (1) extra Federal workday for editing and formatting
* If the work order directs the contractor to furnish a written cost estimated and receive written approval of the estimate from the Project Officer before proceeding with the translation, the delivery date for the translated document shall be calculated from the date of Project Officer approval rather than the date of Contractor receipt.	

C. NOTIFICATION OF LATE DELIVERY

If the contractor determines that delivery of a translation or correction by the scheduled due date will not take place, the contractor shall notify the Project Officer by email (or by telephone with subsequent confirmation by email) as soon as possible, and in any case no later than 12:00 PM on the Federal workday preceding the due date. Payment deductions will be made for late delivery of documents and for failure to notify the Project Officer of delivery delays, as specified in Section C.9. Late delivery is delivery after 12:00 P.M. on the due date specified on the work order form or approved by the Project Officer.

C.5 2052.215-72 PROJECT OFFICER AUTHORITY – ALTERNATE 1

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

Name: Victoria Voytko

Address: U.S. Nuclear Regulatory Commission
Office of Administration
Division of Administrative Services
Rules and Directives Branch, MS T-6, D59
Washington, DC 20555

Telephone: 301-415-6075

(b) The back-up Project Officers for this contract are:

Name:	Telephone:
Betty Golden	301-415-6863
Christy Moore	301-415-7086

(c) The Project Officer or Project Officer's designee shall:

(1) Place delivery orders for items required under this contract.

(2) Monitor contractor performance and recommend to the contracting officer changes in requirements.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval or suspension.

(d) The Project Officer may not make changes to the express terms and conditions of this contract.

C.6 ACCESS TO AND USE OF INFORMATION

The contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information. Additionally, the contractor agrees not to release or use the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

C.7 ACCEPTANCE CRITERIA

The Project Officer or a designee shall accept only those translations that meet the following criteria:

(a) The document is free of typographical errors and conforms to the format described in the statement of work.

(b) The translation is faithful, precise, grammatically correct, professionally usable, and conveys the technically accurate meaning of the original document in clear and idiomatic English (or in the requested foreign language, as appropriate).

(c) The translation employs standard technical terminology throughout, accurately rendering specialized terms of the discipline(s) or technical matter under discussion. Literal translation of technical terms is not acceptable.

Words In Translation as Delivered	Time Allowed for NRC Acceptance Review of Corrected Document
52,000 words or less	7 Federal workdays
52,001 to 100,000 words	15 Federal workdays
100,001 200,000 words	22 Federal workdays
More than 200,000 words	30 Federal workdays

Payment deductions will be assessed for documents requiring extensive or repeated correction, as specified in Section C.9. Upon final acceptance, the Project Officer or designee will detail for the contractor all performance-related cost adjustments made by the NRC– deductions taken under Section C.9 or any premium added under Section C.10, below– on the *Notification of Final Acceptance and Cost Adjustment form (see Exhibit D.2).*

C.9 PAYMENT DEDUCTIONS – LATE DELIVERY AND ERRORS

A. LATE DELIVERY

If a translation is delivered late, a deduction of 5% will be made from the total cost of the translated document for each full Federal workday late. Late delivery is delivery after 12:00 P.M. on the due date specified on the work order form or approved by the Project Officer.

If the contractor fails to provide the Project Officer with advance notice of late delivery in accordance with Section B.9.C, $50.00 will be deducted from the cost of the translated document.

B. ERRORS AND CORRECTIONS

If a document has to be returned to the contractor for correction of contractor errors affecting more than 10% of the translated text, a deduction of 1% will be made from the total cost of the translated document for each additional 10% (or portion thereof) of the translation deemed unacceptable due to contractor errors. (See chart below)

If a document has to be returned to the contractor for correction of contractor errors more than once, a deduction of 2% will be made from the total cost of the translated document for each additional return.

Percentage of Translation Affected by Contractor Errors	Percentage Deducted from Cost of Work Order
over 10% but less than 20%	1 % deduction
over 20% but less than 30%	2 % deduction
over 30% but less than 40%	3 % deduction
over 40% but less than 50%	4 % deduction
For every additional 10 % or portion thereof....	Additional 1% deduction

C.10 PAYMENT INCENTIVES – EARLY DELIVERY

If a non-sensitive translation ordered under the expedited delivery schedule in Section B.9.A.2 or a sensitive translation marked "Urgent" is delivered before the requested due date, and the package is accepted by the Project Officer without any corrections, $100.00 will be added to the cost of the translated document.

Payment incentives do not apply to the expedited delivery of documents submitted to the contractor for correction.

C.11 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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: [Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

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

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I (MAR 1999) of 52.219-5.

[] (iii) Alternate II (JUNE 2003) of 52.219-5.

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

[] (ii) Alternate I (OCT 1995) of 52.219-6.

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

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[] (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

[X] (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[X] (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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.13 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 within the time frame stated in C.3 "Duration of Contract Period".

(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.14 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 N/A, 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 N/A ;

(2) Any order for a combination of items in excess of N/A;

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

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.15 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

C.16 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 the time frame stated in C.3 "Duration of Contract Period" .

C.17 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.

C.18 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.

C.19 2052.204-70 SECURITY (March 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 unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93- 579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document. The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

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

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

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

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

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

(End of Clause)

D.2 SAMPLE NOTIFICATION OF FINAL ACCEPTANCE AND COST ADJUSTMENT FORM

NRC Translation Services Program

Notification of Final Acceptance and Cost Adjustment

UNITED STATES NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

Date Issued:		NRC Translation No:	
Contractor:	Schreiber Translations, Inc. 51 Monroe Street Suite 101 Rockville, MD 20850	Language:	
		Translate into:	
		No. Of Words:	
Translated Title:			
Due Date/Time:		Full Federal Workdays Late:	
Delivery Date/Time:		Notification of Late Delivery Date/Time:	
Schedule:		Days Early:	
Corrections needed?		No. of words requiring correction:	
No. of additional correction requests:		Percent of document requiring correction:	??

Calculation of Payment Deductions and Incentives (NRC-10-04-402)			Totals
BASE COST	0 total words x $0.088 (cost per word) =		$ 0.00
$100 fee incentive for early delivery (C.10)			$ 0.00
$50 fee deduction for failure to notify (C.9.A)			$ 0.00
Deduction for late delivery (C.9.A)	0 full days late x 5% penalty x $ 0.00 =		$ 0.00
Deduction for repeated corrections (C.9.B)	0 no. of additional corrections x 2% penalty x $ 0.00 =		$ 0.00
Deduction for excessive errors (C.9.B)	0 no of full or partial 10% increments requiring excessive correction x 1% penalty x $ 0.00 =		$ 0.00
	BILL THIS AMOUNT: FINAL COST (Base cost + incentive - deductions) =		$ 0.00

NRC Contact:	Victoria Voytko	Telephone:	(301) 415-6075	Office:	TWFN 6, D55
Email:	translation@nrc.gov	Mail Stop:	TWFN 6, D59	Fax:	(301) 415-5144

D.3 NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET

Or (http://www.nrc.gov/reading-rm/doc-collections/forms/)

NRC FORM 335 (9-2004) NRCMD 3.7 — U.S. NUCLEAR REGULATORY COMMISSION	1. REPORT NUMBER (Assigned by NRC, Add Vol., Supp., Rev., and Addendum Numbers, if any.)
BIBLIOGRAPHIC DATA SHEET *(See instructions on the reverse)*	
2. TITLE AND SUBTITLE	3. DATE REPORT PUBLISHED: MONTH / YEAR
	4. FIN OR GRANT NUMBER
5. AUTHOR(S)	6. TYPE OF REPORT
	7. PERIOD COVERED *(Inclusive Dates)*
8. PERFORMING ORGANIZATION - NAME AND ADDRESS *(If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address; if contractor, provide name and mailing address.)*	
9. SPONSORING ORGANIZATION - NAME AND ADDRESS *(If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.)*	
10. SUPPLEMENTARY NOTES	
11. ABSTRACT *(200 words or less)*	
12. KEY WORDS/DESCRIPTORS *(List words or phrases that will assist researchers in locating the report.)*	13. AVAILABILITY STATEMENT
	14. SECURITY CLASSIFICATION *(This Page)* / *(This Report)*
	15. NUMBER OF PAGES
	16. PRICE

NRC FORM 335 (9-2004) PRINTED ON RECYCLED PAPER

D.4 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

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

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

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

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

A copy of any invoice which includes a purchase of property valued at the time of purchase at $5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop - T-7-D-27
Washington, DC 20555-0001

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract. The contractor shall submit no more than one itemized invoice per calendar month. Each invoice shall list those translations accepted by the Project Officer during a single calendar month and shall be submitted no later than 7 calendar days after the end of the calendar month covered.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

D.5 COVER SHEET FOR SENSITIVE TRANSLATIONS

OFFICIAL USE ONLY – SENSITIVE UNCLASSIFIED TRANSLATION

NRC Translation No. _____

Language of Foreign Document:

Translated Title of Document:

Untranslated Title:

Author(s):

Translated Name and Address of Corporate Author:

Untranslated Name and Address of Corporate Author:

Date of Original Foreign Document:

Foreign Document ID Number(s):

Number of Pages in Translation:

Date Translated for NRC:

NRC Requester/Office:

Translated by: Name and Address: Schreiber Translations, Inc.
51 Monroe Street, Suite 101
Rockville, MD 20850

OFFICIAL USE ONLY – SENSITIVE UNCLASSIFIED TRANSLATION

D.5 NRC FORM 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

NRC FORM 187 (1-2000) NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

AUTHORITY: The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Schreiber Translations, Inc.
51 Monroe Street, Suite 101
Rockville, MD 20850-0242
301-424-7737

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.): ADM-04-402

B. PROJECTED START DATE: 05/03/2004

C. PROJECTED COMPLETION DATE: 12/31/2008

2. TYPE OF SUBMISSION

- ☐ A. ORIGINAL
- ☑ B. REVISED (Supersedes all previous submissions)
- ☐ C. OTHER (Specify)

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
☐	ADM-99-145	04/30/2004

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Translation Services.

Non-sensitive and SENSITIVE UNCLASSIFIED (non-safeguards) documents are sent to ADM's contractor for offsite translation by subcontractor linguists. Most sensitive unclassified documents sent for translation are the property of foreign governments or international agencies.

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
- ☐ YES (If "YES," answer 1-7 below)
- ☑ NO (If "NO," proceed to 5.C.)

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	☐	☐	☐	☐	☐
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	☐	☐	☐	☐	☐
3. GENERATION OF CLASSIFIED MATTER.	☐	☐	☐	☐	☐
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	☐	☐	☐	☐	☐
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	☐	☐	☐	☐	☐
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	☐	☐	☐	☐	☐
7. OTHER (Specify)	☐	☐	☐	☐	☐

B. IS FACILITY CLEARANCE REQUIRED? ☐ YES ☑ NO

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

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. ☐ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

NRC FORM 187 (1-2000) PRINTED ON RECYCLED PAPER This form was designed using InForms

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
Victoria Voytko Regulations Specialist ADM/DAS/RDB	Victoria Voytko	06/08/2005

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

☐ AUTHORIZED CLASSIFIER (Name and Title)

☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 *Check appropriate box(es)*

☑ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☑ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☑ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☑ CONTRACTOR (Item 1)

☑ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Mark Flynn, Director, ADM/DAS	SIGNATURE	DATE 6/9/05
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Tom Martin	SIGNATURE	DATE 6/5/05
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott	SIGNATURE	DATE 6/14/05

REMARKS

ADM is modifying the contract to require that (1) all contractor employees and subcontractors handling sensitive work orders have IT Level II clearances and a need-to-know; (2) translation of sensitive documents is performed at the contractor's work site in Rockville, MD; (3) sensitive NRC documents are handled, marked, stored and destroyed by the contractor in an appropriate manner; and (4) contractor IT systems used to process and store sensitive NRC documents are FISMA-compliant.