



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. ADM-11-405		PAGE 1 OF 41	
2. CONTRACT NO. <b>NRC-HO-11-C-10-0104</b>		3. AWARD/EFFECTIVE DATE <b>09/30/2011</b>		4. ORDER NO.		5. SOLICITATION NUMBER <b>10-09-375</b>	
6. SOLICITATION ISSUE DATE <b>02/02/2011</b>		7. FOR SOLICITATION INFORMATION CALL: a. NAME		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Morie Gunter-Henderson Mail Stop: TWB-01-B10M Washington, DC 20555				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541930 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO CODE _____ U.S. Nuclear Regulatory Commission  Washington DC 20555			
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Attn: Valerie Whipple Washington, DC 20555				17a. CONTRACTOR/OFFEROR CODE <b>121878017</b> FACILITY CODE _____ SCHREIBER TRANSLATIONS, INC. ALST SCHREIBER TRANSLATIONS  51 MONROE ST STE 101 ROCKVILLE MD 208502420 TELEPHONE NO. _____			
18a. PAYMENT WILL BE MADE BY CODE <b>3100</b> Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230				19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
20. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				21. SCHEDULE OF SUPPLIES/SERVICES			
22. QUANTITY		23. UNIT		24. UNIT PRICE		25. AMOUNT	
<p>The contractor to provide translation services as described in the following Statement of Work and in accordance with all terms and conditions specified herein.</p> <p>This is a Fixed Price Requirements contract. The period of performance is 9/30/2011 – 9/29/2012 with four option periods. The NRC Project Officer: Helen Chang, Telephone No. (301) 492-3672</p> <p style="text-align: center;">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>							
26. ACCOUNTING AND APPROPRIATION DATA B&R: 2011-40-11-3-159 JOB CODE: D2409 BOC: 252A APPN No: X0200 OBLIGATE: \$59,000.00				27. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$151,198.76</b>			
28a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. 28b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 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 			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mit Shattuck / Chief Operating Officer			
30c. DATE SIGNED 9/29/2011				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Morie Gunter-Henderson			
31c. DATE SIGNED 9/30/11				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

STANDARD FORM 1449 (REV. 8/2011)  
Prescribed by GSA - FAR (48 CFR) 53.212

DEC 13 2013

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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**B.1. BRIEF DESCRIPTION OF WORK Alternate 1 (AUG 2011)**

- (a) The title of this project is as follows: TRANSLATION SERVICES
- (b) Summary of description: The contractor shall provide support to NRC's Office of Administration (ADM) staff for activities associated with translation services. These activities include, but are not limited to four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian).
- (c) Orders will be issued for work in accordance with 52.216-18 ORDERING. Only Contracting Officer of the NRC or others specifically authorized under this contract may authorize initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

(END OF CLAUSE)

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

- (a) The total estimated amount of the contract (ceiling) for the product/services ordered, delivered, and accepted under this contract is \$151,198.76. 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 the maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$59,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. The 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.

**SECTION B - DESCRIPTION OF WORK**

**B.3 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: travel and security handling requirements; office supplies, including CD-ROMs; online accounts or any file storage for sharing or distributing work; 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. The delivery cost for the translation packages (postage, shipping, packaging, and transportation) will be reimbursed as a direct cost.

The following tables list the projected number of standard orders, expedited orders, and the total number of estimated words required by language group. The Government requests pricing for source words because the estimated price can be easily agreed upon without affecting the final output (i.e., final word choice). Please note that the workload will not be evenly distributed (i.e., at a fixed amount per day, month, etc.). The Government will request these services on an as-needed basis and anticipates that the contractor will provide these services as needed at the stipulated level of responsiveness, timeliness, and security handling, in accordance with the Government's work specifications.

Base Period: 9/30/11 – 9/29/11				Projected No. of Standard Orders: 19 Projected No. of Expedited Orders: 11 Total Projected No. of Orders (i.e., pickup): 30			
Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount
	Language Group	Translation Type	Schedule				
1	Germanic (German, Dutch, Swedish)	Into English	Standard	[REDACTED]	words	[REDACTED]	[REDACTED]
2	Germanic (German, Dutch, Swedish)	Into English	Expedited	[REDACTED]			
3	Germanic (German, Dutch, Swedish)	From English	Standard	[REDACTED]			
4	Germanic (German, Dutch, Swedish)	From English	Expedited	[REDACTED]			
5	Romance (French, Italian, Spanish)	Into English	Standard	[REDACTED]			
6	Romance (French, Italian, Spanish)	Into English	Expedited	[REDACTED]			
7	Romance (French, Italian, Spanish)	From English	Standard	[REDACTED]			
8	Romance (French, Italian, Spanish)	From English	Expedited	[REDACTED]			
9	East Asian (Japanese, Chinese, Korean)	Into English	Standard	[REDACTED]			
10	East Asian (Japanese, Chinese, Korean)	Into English	Expedited	[REDACTED]			
11	East Asian (Japanese, Chinese, Korean)	From English	Standard	[REDACTED]			
12	East Asian (Japanese, Chinese, Korean)	From English	Expedited	[REDACTED]			
13	Eastern European (Russian, Ukrainian)	Into English	Standard	[REDACTED]			
14	Eastern European (Russian, Ukrainian)	Into English	Expedited	[REDACTED]			

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15	Eastern European (Russian, Ukrainian)	From English	Standard	[REDACTED]	words	[REDACTED]	[REDACTED]
16	Eastern European (Russian, Ukrainian)	From English	Expedited	[REDACTED]	words	[REDACTED]	[REDACTED]
17	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Standard	TBD	words	[REDACTED]	TBD
18	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Expedited	TBD	words	[REDACTED]	TBD
19	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Standard	TBD	words	[REDACTED]	TBD
20	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Expedited	TBD	words	[REDACTED]	TBD
21	Other Direct Costs to include: Postage, shipping, packaging, and transportation						N/A
Total for Base Year							\$151,198.76

The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.

Option Year 1: 09/30/2012 – 09/29/2013				Projected No. of Standard Orders: 22		
				Projected No. of Expedited Orders: 20		
				Total Projected No. of Orders (i.e., pickup): 42		
Item No.	Description of Work Order			Estimated Quantity	Unit	Amount
	Language Group	Translation Type	Schedule			
22	Germanic (German, Dutch, Swedish)	Into English	Standard			
23	Germanic (German, Dutch, Swedish)	Into English	Expedited			
24	Germanic (German, Dutch, Swedish)	From English	Standard			
25	Germanic (German, Dutch, Swedish)	From English	Expedited			
26	Romance (French, Italian, Spanish)	Into English	Standard			
27	Romance (French, Italian, Spanish)	Into English	Expedited			
28	Romance (French, Italian, Spanish)	From English	Standard			
29	Romance (French, Italian, Spanish)	From English	Expedited			
30	East Asian (Japanese, Chinese, Korean)	Into English	Standard			
31	East Asian (Japanese, Chinese, Korean)	Into English	Expedited			
32	East Asian (Japanese, Chinese, Korean)	From English	Standard			
33	East Asian (Japanese, Chinese, Korean)	From English	Expedited			
34	Eastern European (Russian, Ukrainian)	Into English	Standard			
35	Eastern European (Russian, Ukrainian)	Into English	Expedited			
36	Eastern European (Russian, Ukrainian)	From English	Standard			

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37	Eastern European (Russian, Ukrainian)	From English	Expedited				
38	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Standard	TBD	words		TBD
39	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Expedited	TBD	words		TBD
40	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Standard	TBD	words		TBD
41	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Expedited	TBD	words		TBD
42	Other Direct Costs to include: Postage, shipping, packaging, and transportation						N/A
Total for Option Year 1							\$129,269.64
The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.							



Option Year 2: 09/30/2013 – 09/29/2014				Projected No. of Standard Orders: 23 Projected No. of Expedited Orders: 21 Total Projected No. of Orders (i.e., pickup): 44			
Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount
	Language Group	Translation Type	Schedule				
43	Germanic (German, Dutch, Swedish)	Into English	Standard				
44	Germanic (German, Dutch, Swedish)	Into English	Expedited				
45	Germanic (German, Dutch, Swedish)	From English	Standard				
46	Germanic (German, Dutch, Swedish)	From English	Expedited				
47	Romance (French, Italian, Spanish)	Into English	Standard				
48	Romance (French, Italian, Spanish)	Into English	Expedited				
49	Romance (French, Italian, Spanish)	From English	Standard				
50	Romance (French, Italian, Spanish)	From English	Expedited				
51	East Asian (Japanese, Chinese, Korean)	Into English	Standard				
52	East Asian (Japanese, Chinese, Korean)	Into English	Expedited				
53	East Asian (Japanese, Chinese, Korean)	From English	Standard				
54	East Asian (Japanese, Chinese, Korean)	From English	Expedited				
55	Eastern European (Russian, Ukrainian)	Into English	Standard				
56	Eastern European (Russian,	Into English	Expedited				

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	Ukrainian)						
57	Eastern European (Russian, Ukrainian)	From English	Standard				
58	Eastern European (Russian, Ukrainian)	From English	Expedited				
59	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Standard	TBD	words		TBD
60	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Expedited	TBD	words		TBD
61	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Standard	TBD	words		TBD
62	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Expedited	TBD	words		TBD
63	Other Direct Costs to include: Postage, shipping, packaging, and transportation						N/A
Total for Option Year 2							\$133,257.14
The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.							

Option Year 3: 09/30/2014 – 09/29/2015				Projected No. of Standard Orders: 24			Projected No. of Expedited Orders: 22		Total Projected No. of Orders (i.e., pickup): 46	
Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount			
	Language Group	Translation Type	Schedule							
64	Germanic (German, Dutch, Swedish)	Into English	Standard							
65	Germanic (German, Dutch, Swedish)	Into English	Expedited							
66	Germanic (German, Dutch, Swedish)	From English	Standard							
67	Germanic (German, Dutch, Swedish)	From English	Expedited							
68	Romance (French, Italian, Spanish)	Into English	Standard							
69	Romance (French, Italian, Spanish)	Into English	Expedited							
70	Romance (French, Italian, Spanish)	From English	Standard							
71	Romance (French, Italian, Spanish)	From English	Expedited							
72	East Asian (Japanese, Chinese, Korean)	Into English	Standard							
73	East Asian (Japanese, Chinese, Korean)	Into English	Expedited							
74	East Asian (Japanese, Chinese, Korean)	From English	Standard							
75	East Asian (Japanese, Chinese, Korean)	From English	Expedited							
76	Eastern European (Russian, Ukrainian)	Into English	Standard							
77	Eastern European (Russian, Ukrainian)	Into English	Expedited							

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78	Eastern European (Russian, Ukrainian)	From English	Standard				
79	Eastern European (Russian, Ukrainian)	From English	Expedited				
80	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Standard	TBD	words		TBD
81	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Expedited	TBD	words		TBD
82	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Standard	TBD	words		TBD
83	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Expedited	TBD	words		TBD
84	Other Direct Costs to include: Postage, shipping, packaging, and transportation						N/A
Total for Option Year 3							\$137,519.64
The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.							

Option Year 4: 09/30/2015 – 09/29/2016				Projected No. of Standard Orders: 25 Projected No. of Expedited Orders: 23 Total Projected No. of Orders (i.e., pickup): 48			
Item No.	Description of Work Order			Estimated Quantity	Unit	Unit Price	Amount
	Language Group	Translation Type	Schedule				
85	Germanic (German, Dutch, Swedish)	Into English	Standard				
86	Germanic (German, Dutch, Swedish)	Into English	Expedited				
87	Germanic (German, Dutch, Swedish)	From English	Standard				
88	Germanic (German, Dutch, Swedish)	From English	Expedited				
89	Romance (French, Italian, Spanish)	Into English	Standard				
90	Romance (French, Italian, Spanish)	Into English	Expedited				
91	Romance (French, Italian, Spanish)	From English	Standard				
92	Romance (French, Italian, Spanish)	From English	Expedited				
93	East Asian (Japanese, Chinese, Korean)	Into English	Standard				
94	East Asian (Japanese, Chinese, Korean)	Into English	Expedited				
95	East Asian (Japanese, Chinese, Korean)	From English	Standard				
96	East Asian (Japanese, Chinese, Korean)	From English	Expedited				
97	Eastern European (Russian, Ukrainian)	Into English	Standard				

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98	Eastern European (Russian, Ukrainian)	Into English	Expedited				
99	Eastern European (Russian, Ukrainian)	From English	Standard				
100	Eastern European (Russian, Ukrainian)	From English	Expedited				
101	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Standard	TBD	words		TBD
102	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	Into English	Expedited	TBD	words		TBD
103	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Standard	TBD	words		TBD
104	Other Languages (Armenian, Czech, Finnish, Hungarian, Slovak, etc.)	From English	Expedited	TBD	words		TBD
105	Other Direct Costs to include: Postage, shipping, packaging, and transportation						N/A
Total for Option Year 4							\$143,294.64

The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.

<b>Total for Base plus 4 Option Years</b>	<b>\$694,539.82</b>
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## B.4 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### 1.0 Background

The U.S. Nuclear Regulatory Commission requires translation services in support of regulatory research projects and to fulfill its contracts, arrangements, and letters of agreement with 33 foreign governments and international regulatory agencies. These foreign governments and international regulatory agencies are members with the NRC of bilateral or multilateral cooperative programs or protocols for the international exchange of nuclear research technology, including information regarding nuclear safety, safeguards, waste management, physical protection of nuclear material at fixed sites or in transit, radiation protection, emergency planning, strengthening of organization oversight, etc. Public information on the incumbent contract can be viewed at the following web site: <http://www.nrc.gov/reading-rm.html> by clicking on the following: (1) Web Site, (2) Documents in ADAMS, (3) Web-Based access, and (4) begin ADAMS search with inserting number ML041420168.

### 2.0 Objective

The objective of this contract is to procure translation services in support of both the NRC's domestic mission to secure the public health and safety and its commitments to international cooperation. The NRC requires translation into English of technical, legal, and regulatory documents generated by foreign governments and research institutions, and the occasional translation of NRC documents into foreign languages. The majority of the documents translated are covered by four principal language groups: Germanic (German, Dutch, Swedish), Romance (French, Italian, Spanish), East Asian (Japanese, Chinese, Korean), and Eastern European (Russian, Ukrainian). On rare occasions, the NRC requires translation of documents from or to Slavic languages, such as Czech or Slovak, or the Finno-Ugric subfamily of Uralic languages, such as Finnish or Hungarian.

The Government is looking for a simplified rate system that includes all services set forth in this RFP. There will be a rate for each specified language group with a premium rate for expedited requests. The Government expects a full service, high quality translation as a deliverable. Offerors should include the cost of complying with all requirements set forth in this solicitation in their price. Translation requests are received not on a scheduled basis, but demand will be based "as needed."

### 3.0 Scope of Work

The contractor shall provide translation services for all language groups in Section B.1 and B.3, and for other languages as required. Translation of reports and other related material provided by the NRC will be requested through an NRC work order. Documents requiring translation may consist of, but will not be limited to, nuclear power plant safety analysis reports (complete with graphic materials, such as tables, figures, diagrams, charts, etc.), nuclear health and safety documents, equipment qualification documents, emergency evacuation procedures, and extensive related technical material. For example, the NRC may request that an English-language conference paper on fire safety barriers be translated into German, or vice versa.

- The Government may submit the translation request as paper copy or electronic requests (e.g., PDF files). The Government is providing 4 sample translation requests that are demonstrative of the type of documents that translation services will typically be sought by NRC. Offers are encouraged to review these documents since they provide examples of the different source languages, different types of source documents, and varying demands on publication production—graphics, flowcharts, text layout, differing source formats, that may be required by NRC. These documents, while providing examples of the type of work required, in no way obligate the NRC to guarantee offerors that the actual documents sought for review will be exactly the same in terms of length or difficult of work that will be sought under this contract.
- Attachment D.6: Technical report (Swedish source, File No. 3695, electronic source is scanned "image" of pages, otherwise paper copy sent to contractor)
- Attachment D.7: Article in legal journal, Prospects of Nuclear Law, 3740\_PRESENTATIONMLeger6feb.07.doc (French source, electronic source with "live" text)
- Attachment D.8: Technical article (Russian source, File No. 3742, electronic source is scanned "image" of pages, otherwise paper copy sent to contractor)

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- Attachment D.9: Technical report on concrete, NRC3749\_CRIEPI-Kanazu (paper source file).pdf (Japanese source, electronic source is scanned "image" pages)

The offeror must be able to provide secure translation services. The NRC protects three types of information: Classified Information, Safeguards Information (SGI), and Sensitive Unclassified Non-Safeguards Information (SUNSI). The agency must protect SUNSI and SGI related to U.S. Government programs for the physical protection and safeguarding of nuclear materials or facilities to ensure that such information is protected against unauthorized disclosure. This contract will require secure translations to the SUNSI and SGI categories. SUNSI is information that is generally not publicly available and encompasses a wide variety of categories (e.g., personnel privacy, attorney-client privilege, confidential source, etc.); SUNSI is a category below safeguards information (SGI), and thus also lower than classified information. Safeguards information concerns the physical protection of operating power reactors, spent fuel shipments, strategic special nuclear material, or other radioactive material. For more information on information security, please see the public Web site at <http://www.nrc.gov/security/info-security.html>.

The Government requires all specified handling procedures for sensitive unclassified non-safeguards information documents (SUNSI) and safeguards information (SGI) to be followed for each translation request (see Section B.6). Thus, the contract deliverables generally will be for internal use; however, the Government policy may require the use of any contract deliverable to be available to the public, subject to the specific handling requirements or author permissions obtained. Nonsensitive deliverables and documents may be posted; however, any deliverables and documents requiring security handling concerns must meet Federal and NRC information and computer security handling requirements.

The translation of audio-visual materials, text to meet Limited English Proficiency (LEP) requirements, and any higher security classification (classified, restricted access information, etc.) is outside the scope of this statement of work and will not be ordered under any resulting contract. The agency's Office of Small Business and Civil Rights is implementing the agency's LEP plan (i.e., implement the Executive Order 13166, Title VI of the Civil Rights Act of 1964, and the Title VI regulations regarding language access).

The contractor shall provide fully translated documents that are legible, error-free, and of publishable quality. Translations shall be faithful, precise, grammatically correct, professionally usable, and absent of typographical or formatting errors. The technically accurate meaning of the original document shall be conveyed in clear and idiomatic English (or in the requested foreign language, as appropriate). Translations shall employ standard technical terminology, including specialized terms of the discipline(s) or technical matter under discussion, rather than a literal translation of technical terms in the original document.

For each document translated, the contractor shall complete an abstract in English containing 200 words or less, a document cover page, and the required sections of the work order form. The contractor shall return (1) the original foreign document and (2) two copies of the translation, abstract and bibliographic data sheet, all under the appropriate cover sheet, along with (3) the completed work order form and (4) an electronic version of the translation package to the NRC by the due date specified on the work order form. The contractor shall conform to the detailed specifications in Section B.5.

Note: This solicitation will result in a single award of a contract with firm-fixed unit prices. All costs and risks associated with performance of this contract shall be borne by the contractor and be factored by the contractor in formulating its offer to the Government.

### **4.0 Deliverable/Work Specifications**

The contractor shall adhere to the following specifications in performance of work ordered. Unless otherwise stipulated, the contractor shall be responsible for complete translation of the document provided, including the cover, material appearing on the back of the cover, title page, table of contents, text, tables, figures, references, captions, footnotes, etc.

#### **A. ABSTRACT**

The contractor shall summarize the text or use the preface or summary (if applicable) in an English-language abstract of 200 words or less and enter the abstract on NRC Form 335, "Bibliographic Data Sheet." A copy of Form 335 is appended to this statement of work. Every abstract shall include the purpose, scope, and key findings or conclusion of the translated document, and shall be



written in complete sentences. The contractor shall also complete items 1-3, 5-8, and 11-15 of NRC Form 335. If an English-language abstract is provided with the original foreign document, the contractor shall enter that abstract on NRC Form 335. The NRC will not accept handwritten abstracts.

**B. COVER**

To the extent possible, the contractor shall obtain information from the foreign document needed to complete the following items on the standard cover sheet: Language of Foreign Document; Translated Title of Document; Untranslated Title of Document; 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). The contractor shall also complete the following items on the standard cover sheet: Number of Pages in Translation; Date Translated for NRC; NRC Requester/Office (as stated on the work order form); Translated By; Name and Address of Contractor. In addition, the NRC Translation number, assigned by the NRC Project Officer upon receipt of the foreign document for translation, shall appear on the cover sheet in the upper right-hand corner.

**C. DOCUMENT AND PAGE FORMAT**

A translated page shall consist of an 8-1/2 x 11-inch sheet of paper, spaced at one and one-half lines (not single-spaced or double-spaced), with 1-inch margins on all sides: right, left, top and bottom. Pages shall be numbered consecutively, in Arabic numerals, at the bottom of the page in the center below the 1-inch margin. Page number one (1) shall be in a standard cover or table of contents format, if applicable.

The NRC's standard font is Arial, eleven (11) point. Ten (10) or twelve (12) point type may be used for body text if necessary to replicate important elements of the format of the original document. Other fonts may be used if doing so will preserve or enhance the readability of the document in translation. Questions about the appropriate use of non-standard fonts and font sizes shall be directed to the NRC Project Officer.

The translation should replicate any formatting elements necessary to convey the meaning of the original document. Styles of headings and text (e.g., uppercase, bolding, italics, color) in the original document shall be followed in the translation. The contractor shall follow the format of the foreign-language document (except when the foreign document has a justified, multi-column format). This means that the appropriate spacing between paragraphs should be observed and that figures, tables, or other graphic material should be placed in the same position as in the foreign document. Paragraph subdivisions shall be preserved. Material that is indented in the foreign document and set off by dashes, hyphens, or bullets should be presented in the same manner in the translated copy. Thus, any necessary fonts necessary to replicate the original document must be embedded with the electronic documents.

The NRC reserves the right to have a translation formatted in accordance with specifications stated on the work order form. The NRC will respond to questions about formatting and provide additional guidance upon request. The NRC will not accept handwritten translations.

**D. ABBREVIATIONS, SIGNS AND SYMBOLS**

Use of conventional English abbreviations is required. (See U.S. Government Printing Office Style Manual, 30<sup>th</sup> Edition, 2009; U.S. Government Printing Office, Washington, DC 20402, (202) 512-1800.)

**E. ACRONYMS AND INITIALISMS**

The contractor shall refer to NUREG-0544 (most recent revision), "NRC Collection of Abbreviations" (available on the NRC's public web site, in the Electronic Reading Room under Document Collections, NUREG-Series Publications) when translating text or developing a list of acronyms and initialisms for text being translated for NRC. Should a foreign 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 Karlsruhe* 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. Confirm with the NRC Project Officer.

**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.

The contractor shall insert a full-page figure as positioned in the original document and assign a page number. Page numbers for full-page figures shall appear in Arabic numerals in the translation. In-text figures shall be placed in approximately the same location (relative to the text) as in the foreign document. Captions (number and title) shall follow the format and placement of the original foreign document. If the visual material has footnotes, the contractor shall place them on the same page as the visual material. They should not appear on a separate page unless the visual material expands onto the next consecutive page.

Some visual material may contain descriptive text (words) embedded in the illustration. Text accompanying or embedded in visual materials shall be translated fully. The translation should not show the text in the original language as well as in English. Replace foreign text in a manner that is clear, legible, and does not obliterate any part of the illustration. For example, if the final product were clear, legible, and does not obliterate any part of the illustration, the agency would accept a scanned illustration with English labels in "live" text. Foreign words should be completely replaced (or covered) by the English translation, but margins or lines essential to the figure should not be obscured or otherwise obliterated. To summarize, the English translation shall appear in place of the foreign words and shall not be placed on a separate page. It may be necessary to re-key a table or secure an enlargement to meet this requirement.

Illustrations and any embedded text shall be inserted in the electronic version of the translation as well as the hard copy.

**L. ELECTRONIC VERSION OF TRANSLATION PACKAGE**

For all work orders, the contractor shall furnish an electronic copy of the four-part translation package. The package shall include a copy, in MS Word 2003 (or a higher version, if NRC so requests) and Adobe PDF (compatible with NRC electronic docket submission standards) for Windows format, of (1) the translation with pagination, page numbers, and content identical to the original printed translation with any equations and/or visual materials (diagrams, drawings, photographs, etc.) scanned and inserted into their appropriate places in the narrative, (2) the standard document cover sheet, and (3) the completed work order form for the translation. The contractor shall also furnish an electronic copy, in PDF format, of (4) NRC Form 335, "Bibliographic Data Sheet."

At the NRC's option, the contractor shall submit these files on a CD-ROM, or via e-mail. All files shall be submitted on new media not used for any prior purpose, and all files shall be scanned for viruses prior to submission to the NRC. All files must meet applicable, current Federal and agency standards for accessibility, electronic document submission, and electronic storage and retrieval. For example, all documents must meet Section 508 of the Rehabilitation Act, embed applied fonts, PDFs are set to Fast Web view, and so forth. The contractor shall refer to the NRC's public Web site on How to Prepare a Document or File for Submission (electronic document submission standards):

<http://www.nrc.gov/site-help/e-submittals/file-requirements.html>.

The contractor shall clearly label each CD-ROM to identify the translation and the computer software program version required to read and print the translation file. The contractor shall attach to each CD-ROM deliverable a sheet identifying the translation, the software program version, a directory for the file and the principal fonts used.

Only one translation shall be placed on a CD-ROM. If the required files will not fit on a single CD-ROM, the contractor shall submit the files arranged in sequence on multiple CD-ROMs and label the files accordingly.

The delivery requirements for CD-ROMs or e-mails shall be the same as for paper copies of the translation package. The contractor must confirm receipt of any deliverables (electronic version of the four-part translation package) submitted by e-mail. One method would be to send a second, separate e-mail confirming receipt with the NRC Project Officer. It is incumbent on the contractor to ensure delivery is made. If NRC is unable to receive the package or confirm receipt, the contractor must elect another delivery method.

**M. QUESTIONS**

The contractor shall refer questions about translation format or the legibility of the original document to the Project Officer by telephone, facsimile, or e-mail. If issues raised cannot be resolved by the contractor and the Project Officer, the Contracting Officer shall be contacted.

**5.0 Contractor Security Requirements**

All key personnel must be clearable. Naturalized citizens may apply and obtain clearance for this level of work, subject to a clearance review. Non-US citizens cannot obtain a security clearance. NRC does not anticipate that this contract will require contract staff who is a non-US citizen to be granted a Limited Access Authorization (LAA) for access to specific classified information.

Please refer to <http://www.opm.gov/forms/html/sf.asp> for the security clearance forms (e.g., SF-86, "Questionnaire for National Security Positions") as seen in the attachment D-5.

**A. SENSITIVE UNCLASSIFIED INFORMATION SECURITY**

Sensitive unclassified non-safeguards information (SUNSI) is information that is generally not publicly available and encompasses a wide variety of categories (e.g., personnel privacy, attorney-client privilege, confidential source, etc.). Information about a licensee's or applicant's physical protection or material control and accounting program for special nuclear material not otherwise designated as Safeguards Information or classified as National Security Information or Restricted Data is required by 10 CFR 2.390

(<http://www.nrc.gov/reading-rm/doc-collections/cfr/part002/part002-0390.html>) to be protected in the same manner as commercial or financial information (i.e., they are exempt from public disclosure).

Documents handled or created by the contractor in connection with sensitive NRC translation work orders contain

sensitive unclassified information. Access to sensitive NRC documents and to automated information systems used to process such documents shall be limited to authorized individuals with NRC IT Level II approvals (see Section B.6.D, below) who need access to a specific document or system in order to perform work ordered under this contract. All work on sensitive translation work orders must be performed at a site that will be mutually agreed upon by the Government and the contract awardee. Sensitive documents and all copies thereof shall be handled, translated and stored at the contractor's facility in accordance with the requirements stated in Section B.6.B, below. Upon closure of the contract, all copies of sensitive unclassified documents shall be returned to the NRC or destroyed by the contractor in accordance with Sections B.6.B-B.6.F, below. The contractor's facility shall be subject to periodic inspection by NRC security personnel or their designee(s) to confirm contractor compliance with the security requirements imposed by this statement of work.

Offerors must be able to meet the agency's needs for sensitive translation requests and must provide least 2 key personnel for translation requests for Chinese, French, German, Russian, and Spanish (Table 2a). The rates for these individuals should be incorporated into the base rate as requested for Tables 2a-2e).

#### **B. AUTOMATED INFORMATION SYSTEM SECURITY**

All information processing systems as well as media (e.g., encrypting media at rest) used by the contractor to process or store NRC sensitive unclassified information must comply with guidance and standards established by the NRC but also the National Institute of Standards and Technology (NIST) under the Federal Information Security Management Act (FISMA). The relevant NIST guidance is available at the NIST computer security Web site at <http://csrc.nist.gov>. If contractor proposes work at contractor site, NRC information technology (IT) system security personnel, NRC IT contractors, or their designee(s) will visit the contractor's facility annually to verify compliance on site.

#### **C. REPORTING REQUIREMENTS**

In accordance with NRC Management Directive (MD) 12.1, the contractor shall immediately notify the NRC Project and Contracting Officers of any actual or suspected compromise of sensitive unclassified information and of any act or omission involving failure to comply with the sensitive information security requirements in this statement of work.

The report must state—

- a. The full name of the individual involved.
- b. The title of that individual's position and the name and title of his or her employer.
- c. The type and level of information involved, if applicable.
- d. The date, reason or cause, and nature of the infraction.
- e. Whether it is the first, second, third, or subsequent infraction within a 12-month period, if known.
- f. The corrective action taken.

#### **D. PERSONNEL SECURITY**

All contractor employees and subcontractors with access to automated sensitive information processing systems or sensitive NRC work orders must obtain and retain IT Level II approvals from the NRC. This will include complying with the latest Federal and agency security requirements by taking required training and keeping abreast with information and computer security requirements (e.g., NRC Management Directives catalog, NRC announcements, occupant emergency plans). Approved contractor personnel shall be listed under Section B.6.E, "Key Personnel Holding IT-Level II Security Approvals," below.

The contractor must submit a complete package of personnel security forms, including SF-86, "Questionnaire for National Security Positions," and fingerprint cards, for each employee and subcontractor proposed for IT Level II clearance to the Personnel Security Branch of the NRC. Security forms packets shall be submitted for review within three (3) weeks of the date this section is effective. A confirmation memo indicating compliance with this submission requirement shall be forwarded to the Contracting and Project Officers. See Section C.19, 2052.204-70 SECURITY (March 2004). Favorable adjudication of security clearances as well completion of required training is required prior to performing sensitive work under this contract.

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Additional personnel qualifications can be found in 10 CFR Part 25, Access Authorization (<http://www.nrc.gov/reading-rm/doc-collections/cfr/part0251>). The Office of Personnel Management also provides information on the Electronic Questionnaires for Investigations Processing (e-QIP) process at <http://www.opm.gov/e-QIP/index.asp>. Upon award, the offeror must be responsive and furnish any needed questions or background information.

Naturalized citizens may apply and obtain clearance for this level of work, subject to a clearance review. Non-US citizens cannot obtain a security clearance. NRC does not anticipate that this contract will require contract staff who is a non-US citizen to be granted a Limited Access Authorization (LAA) for access to specific classified information.

### **E. KEY PERSONNEL HOLDING IT-LEVEL II SECURITY APPROVALS**

The ones assigned to secure translation must be named as key personnel and are subject to change only upon review and acceptance of NRC. Tables 2a-d require all key personnel to be listed and clearable.

Required training as part of meeting NRC's annual security requirements (e.g., information and computer security awareness and internal controls) will be provided upon award. NRC estimates the total time required for the agency-specific training to be 4 hours. This total may change as NRC modifies its security requirements to meet ongoing needs.

### **Linguists**

At any given time, the contractor must have available at least two (2) technically competent, IT Level II approved translators in each of the following languages: Chinese, French, German, Russian, and Spanish. Approved linguists with the appropriate competencies are listed below in Tables 2a and 2b. Please note any staff available to travel to NRC in Rockville, MD, for onsite reviews of sensitive work orders (use of secured facilities at the agency).

**Table 2a. IT Level II Approved Linguists (By Assigned Language Competencies)**

<b>Language Competency</b>	<b>Name</b>
Chinese 1	
Chinese 2	
French 1	
French 2	
German 1	
German 2	
Russian 1	
Russian 2	
Spanish 1	
Spanish 2	

**Table 2b. IT Level II Approved Linguists (By Name)**

These are staff for whom you wish to obtain clearances in Table 2a for but who also have language skills beyond just the named language. For example, Linguist 1 is listed in Table 2a for Chinese but also can translate for Russian language requests. You would list Linguist 1 again and on the same row list "Chinese, Russian" for languages. If you have additional clearable staff feel free to add them after the staff from Table 2a. The clearances will follow after award.

Name	Role	Language(s) Available for Translation Services
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	
	Translator	

### 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.

**Table 2c. IT Level II Approved Administrative Staff/Managers**

Name	Role	
	Contractor Project Manager	

### 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.

**Table 2d. IT Level II Approved Contractor IT Personnel**

Name	Role	

### F. 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. NRC's management directives are available on the public Web site at <http://www.nrc.gov/reading-rm/doccollections/management-directives/volumes/vol-12.html>.

## 6.0 Work Order Form And Issuance And Delivery of Work Orders

### A. WORK ORDER FORM

The contractor shall follow the specified additional documentation requirement. A translation services work order form will accompany all work issued under this procurement, including orders for correction of deliverables. A sample NRC translation services work order form is appended to this statement of work (see Exhibit D.1). The work order

form may direct the contractor to provide the Project Officer with a cost estimate once the contractor has received and reviewed the original foreign document. If an estimate is requested, the contractor shall commence work on the order only after the cost estimate is approved by the Project Officer. Once the translation is ready for delivery, the contractor shall fill out the cost data section of the work order form and return the completed form to NRC with the translation. The contractor shall indicate the number of pages and words in the translation as delivered, as well as the final cost of the work order and actual date of delivery.

**B. CONTRACTOR PICK-UP OF WORK ORDERS**

The NRC will place an order for translation (or request corrections to a previously delivered translation) by preparing the appropriate work order form and notifying the contractor by email that the package is ready for pickup. The contractor shall arrange for pickup by a mode (e.g., email, common courier, express mail, ordinary mail, facsimile, etc.) that is appropriate to the length of the document and the date the work order is due back to NRC. Work orders placed by 3:00 PM on a given Federal workday shall be picked up by the contractor no later than 3:00 PM on the following Federal workday. The contractor shall be responsible for all expenses related to the pick-up and delivery back to NRC of work orders.<sup>1</sup>

Security or efficiency concerns would make one method of pick-up and delivery preferable to another. The agency will consider the security, convenience, timeliness, confirmation and receipt standards, accuracy, and any other quality and service concerns in its review of all offers. Secure translations must meet information technology requirements such as data encryption (encrypting media at rest, including CDs, USB drives, etc.).

Historically, documents were sent by premium mail. Almost all translated documents were sent by premium mail, whether the document was on CD or hard copy (paper). The agency sometimes has only a paper copy available and will reserve the right to submit a paper copy for translation. If the agency has an electronic document available (even scanned pages without optical character recognition (OCR)), then the agency will send its request by email. Please note that the agency does not require each request to be an in-person pickup but that the contractor is responsible for electing a pickup method that is acceptable to the agency (i.e., timely, satisfies security handling requirements, etc.), whatever the method the contractor elects (see previous paragraph). If the contractor has no method other than in person pickup or transport, then the contractor proposed delivery method must be sufficient to meet the agency's needs.

**C. CONTRACTOR DELIVERY OF COMPLETED TRANSLATION**

The contractor shall email the Project Officer (or call the Project Officer with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order. The contractor shall deliver the completed or corrected translation package by 12:00 noon on the due date specified on the work order form. The contractor shall arrange for delivery by a mode (e.g., email, common courier, express mail, ordinary mail, facsimile, etc.) that is appropriate to the length of the document and the requested due date. Deliveries shall be addressed to:

U.S. Nuclear Regulatory Commission  
ATTN: Translations Project Officer  
Mail Stop: TWB-5-B01M  
Twinbrook  
12300Twinbrook Parkway  
Rockville, MD 20852

The contractor shall be responsible for all expenses related to the pick up and delivery of translation packages and requested corrections.

## 7.0 Deliverable Schedule

### A. STANDARD SCHEDULE

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 standard delivery schedule for work orders assumes translation at a rate of 2,000 words per Federal workday, plus one (1) additional Federal workday for editing and formatting each 10,000 words, or portion thereof, in the original document. The due dates for translations ordered under the standard schedule are as follows:

<b>SCHEDULE FOR DELIVERY OF TRANSLATIONS – STANDARD TURNAROUND</b>	
<b>Number of Words in Original Document</b>	<b>Delivery Date for Translated Document</b>
2,000 or less	3 <sup>rd</sup> Federal workday after contractor receipt of original document
2,001 to 4,000	4 <sup>th</sup> Federal workday after contractor receipt
4,001 to 6,000	5 <sup>th</sup> Federal workday after contractor receipt
6,001 to 8,000	6 <sup>th</sup> Federal workday after contractor receipt
8,001 to 10,000	7 <sup>th</sup> Federal workday after contractor receipt
10,001 to 12,000	9 <sup>th</sup> Federal workday after contractor receipt
12,001 to 14,000	10 <sup>th</sup> Federal workday after contractor receipt
14,001 to 16,000	11 <sup>th</sup> Federal workday after contractor receipt
16,001 to 18,000	12 <sup>th</sup> Federal workday after contractor receipt
18,001 to 20,000	13 <sup>th</sup> Federal workday after contractor receipt
20,001 to 22,000	15 <sup>th</sup> 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.	

### B. 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 work orders assumes



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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 translations ordered on an expedited basis and for corrections are as follows:

<b>SCHEDULE FOR DELIVERY OF TRANSLATIONS – EXPEDITED TURNAROUND</b>	
<b>Number of Words in Original Document</b>	<b>Delivery Date for Translated Document</b>
4,000 or less	3 <sup>rd</sup> Federal workday after contractor receipt of original document
4,001 to 8,000	4 <sup>th</sup> Federal workday after contractor receipt
8,001 to 12,000	5 <sup>th</sup> Federal workday after contractor receipt
12,001 to 16,000	6 <sup>th</sup> Federal workday after contractor receipt
16,001 to 20,000	7 <sup>th</sup> Federal workday after contractor receipt
* If the work order directs the contractor to furnish a written cost estimate 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.

**SECTION C - CONTRACT CLAUSES****C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section C.2 of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**C.2 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>

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2003
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-32	PERFORMANCE-BASED PAYMENTS	FEB 2002

**C.3 DURATION OF CONTRACT PERIOD**

The ordering period for this contract shall commence on September 30, 2011, and will expire on September 29, 2012. The term of this contract may be extended at the option of the Government for four (4) additional one (1) year periods.

**C.4 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: Helen Chang

Address: U.S. Nuclear Regulatory Commission  
Office of Administration  
Division of Administrative Services  
Rules, Announcements, and Directives Branch, MS TWB-05-B01  
Washington, DC 20555

Telephone: 301 492-3672

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

Name:	Telephone:
Sue Bogle	301 492-3576
Carrie McCann	301 492-3682

- (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.5 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.6 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.
  - (d) The standard cover form is filled out completely (to the extent the foreign document allows) and accurately.
  - (e) The package delivered includes:
    - (1) One camera-ready hard copy (one-sided only) of the translation that is of publishable quality and is paper-clipped, rubber-banded, stapled, or fastened in such a way that pages shall not fall out of sequence;
    - (2) One photocopy (one-sided only) that is paper-clipped, rubber-banded, stapled, or fastened in such a way that pages shall not fall out of sequence;
    - (3) Two hard copies of the standard cover sheet;
    - (4) Two hard copies of NRC Form 335, "Bibliographic Data Sheet."
    - (5) An electronic version of the complete translation package, as specified in Section B.6.K. All electronic files submitted shall open properly, be complete as to content, correctly formatted, and function normally. All files shall be scanned for viruses prior to submission, and be virus-free upon submission to the NRC.
  - (6) A completed work order form.
- The NRC shall require the contractor to correct any errors and furnish a corrected document as described in Section C.8, "Review and Acceptance or Rejection Procedures."

**C.7 REVIEW AND ACCEPTANCE OR REJECTION PROCEDURES**

Upon receipt of each deliverable item, the Project Officer or a designee shall review it for compliance with the specifications in the statement of work. Within one day of receipt from the contractor, the Project Officer will forward the translation to the original NRC requester for acceptance review. The NRC requester shall accept or reject the translated document according to the following schedule:

<b>Words in Translation as Delivered</b>	<b>Time Allowed for NRC Review of Deliverable</b>
<b>52,000 words or less</b>	<b>15 Federal workdays</b>
<b>52,001 to 100,000 words</b>	<b>30 Federal workdays</b>
<b>100,001 200,000 words</b>	<b>45 Federal workdays</b>
<b>More than 200,000 words</b>	<b>60 Federal workdays</b>

The Project Officer or designee shall notify the contractor by email (or by telephone with subsequent confirmation by email) of any items which are rejected. When the Project Officer notifies the contractor by 3:00 PM on a given Federal workday that a work order has not been accepted and is in need of correction, the contractor shall pick up the rejected translation no later than 3:00 PM on the following Federal workday. The contractor is responsible for all costs related to pick-up and delivery back to NRC of documents in need of correction.

The contractor shall correct all deficiencies free of charge. Corrected versions of translations shall be returned to the NRC in accordance with the expedited delivery schedule in Section B.8.B. Final acceptance by the NRC Project Officer shall be made by email (or by telephone with subsequent confirmation by email) according to the following schedule:

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

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). Invoices can be submitted on a monthly basis. Invoices will be approved for payment up to 15 days after receipt of invoice. Contractor may invoice only upon acceptance of deliverable (i.e., after the Government has had an opportunity to review and accept for quality assurance). There are no provisions for advance payments.

**C.8 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.8.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.9 PAYMENT INCENTIVES – EARLY DELIVERY**

If a translation ordered under the expedited delivery schedule in Section B.8.B 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.10 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.11 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).

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(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).

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- [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).
- [ ] (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- [ ] (ii) Alternate I (MAY 2002) of 52.225-3.
- [ ] (iii) Alternate II (MAY 2002) of 52.225-3.
- [ ] (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- [ ] (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- [X] (27) 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)).
- [ ] (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [ ] (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- [ ] (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- [ ] (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [ ] (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- [ ] (ii) Alternate I (APR 1984) of 52.247-64.



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(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: [Contracting Officer check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (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.12 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.13 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.14 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.

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(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 the end of the contract period.

### **C.15 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.16 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.17 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.18 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

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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)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

## D.1 SAMPLE WORK ORDER FORM

		<b>NRC Translations Services</b> <b>Non-Sensitive Work Order</b>		<b>UNITED STATES NUCLEAR REGULATORY COMMISSION</b> <b>WASHINGTON, D.C. 20555-0001</b>			
Completed by NRC Project Officer							
Date issued:	10/07/08	NRC Translation No:		3758			
Contractor:	CONTRACTOR ADDRESS	Schedule:		Standard			
		Language:		Japanese			
		No. of pages:		147			
Translate into:	English	PROJECTED DUE DATE:		03/09/09			
Specifications:	<ul style="list-style-type: none"> <li>♦ Standard cover sheet      ♦ Line space and one-half      ♦ Paper size: 8.5" X 11"</li> <li>♦ Return all materials      ♦ Complete NRC Form 335      ♦ Staple translation</li> <li><input type="checkbox"/> NRC approval of cost estimate required before proceeding with translation      <input checked="" type="checkbox"/> NRC pre-approval of cost estimate not required to proceed</li> </ul>						
Translated Title:	JEAG 4121-2005						
Special Instructions:	Provide translated document in MS Word						
Completed by NRC Project Officer							
NRC Contact:	Howard Spencer	Telephone:	(301) 492-3880	Office:	TWB 5-A07		
Email:	translation.program@nrc.gov	Mail Stop:	TWB-05-B01	Fax:	(301) 492-3448		
CONTRACTOR TO COMPLETE COST DATA:							
	Date	Word Count	Page Count	Workdays to Complete	Date of Delivery	Cost per word	Base Cost of Translation
NRC ESTIMATED	10/07/08	170,200	139	105	3/9/09	\$0.XXX	\$XXXX.XX
CONTRACTOR ESTIMATED							\$ 0.00
CONTRACTOR FINAL							\$ 0.00

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

		<b>NRC Translation Services Program</b> <b>Notification of Final Acceptance and Cost Adjustment</b> UNITED STATES NUCLEAR REGULATORY COMMISSION WASHINGTON, D.C. 20555-0001			
Date issued: 1/10/07 Contractor: CONTRACTOR ADDRESS		NRC Translation No: 3727 Language: Japanese Translate into: English No. of Words: 194			
Translated Title: JAERI memo 02-210					
Due Date/Time: 11/22/08 12:00 PM Delivery Date/Time: 11/21/08 2:25 PM Schedule: Standard		Full Federal Workdays Late: Notification of Late Delivery Date/Time: Days Early: 1			
Corrections needed? No No. of additional correction requests:		No. of words requiring correction: Percent of document requiring correction:			
<b>Calculation of Payment Deductions and Incentives (NRC-10-04-402)</b>					
		<b>Totals</b>			
BASE COST		194 total words x \$X.XX (cost per word) = \$XXX.XX			
\$100 fee incentive for early delivery (C.10)		\$			
\$50 fee deduction for failure to notify (C.9.A)		\$			
Deduction for late delivery (C.9.A)		0 full days late x 5% penalty x \$XXX.XX = \$ 0.00			
Deduction for repeated corrections (C.9.B)		0 no. of additional corrections x 2% penalty x \$XXX.XX = \$ 0.00			
Deduction for excessive errors (C.9.B)		0 no. of full or partial 10% increments requiring excessive correction x 1% penalty x \$XXX.XX = \$ 0.00			
<b>BILL THIS AMOUNT:</b>		<b>FINAL COST (Base cost + incentive - deductions) = \$ 0.00</b>			
NRC Contact: Howard Spencer		Telephone: (301) 492-3680	Office: TWB 5-A07		
Email: translation.program@nrc.gov		Mail Stop: TWB-05-B01	Fax: (301) 492-3446		

## 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 (Include 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 unlimited	
				14. SECURITY CLASSIFICATION (This Page) unclassified	
				(This Report) unclassified	
				15. NUMBER OF PAGES	
				16. PRICE	



**D.4 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (JUNE 2008)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit a voucher/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.

**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:

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1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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