

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>  |  |  |  | 1. REQUISITION NUMBER<br>SBCR-14-0026  |  | PAGE OF<br>1 2   |  |
| 2. CONTRACT NO.<br>NRC-HQ-7P-14-E-0001/<br>0353/14/402553  |  | 3. AWARD/<br>EFFECTIVE DATE  |  | 4. ORDER NUMBER  |  | 5. SOLICITATION NUMBER<br>NRC-HQ-7P-14-R-0001  |  |
| 7. <b>FOR SOLICITATION INFORMATION CALL:</b>   |  | a. NAME<br>CAROL GREENWOOD   |  | b. TELEPHONE NUMBER<br>301-287-0882  |  | 8. OFFER DUE DATE/LOCAL TIME<br>ET   |  |
| 9. ISSUED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP 3WFN-05-C64MP<br>WASHINGTON DC 20555-0001  |  |  |  | 10. THIS ACQUISITION IS<br>UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR.<br>SMALL BUSINESS<br>WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 541930<br>HUBZONE SMALL BUSINESS EDWOSB<br>SERVICE-DISABLED <input checked="" type="checkbox"/> 8(A)<br>VETERAN-OWNED SMALL BUSINESS<br>SIZE STANDARD. \$6.5 |  |  |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br>SEE SCHEDULE  |  | 12. DISCOUNT TERMS<br>30   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  |  | 13b. RATING  |  |
| 15. DELIVER TO<br>US NUCLEAR REGULATORY COMMISSION-<br>MAIL PROCESSING CENTER<br>4930 BOILING BROOK PARKWAY<br>ROCKVILLE MD 20852  |  |  |  | 16. ADMINISTERED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP 3WFN-05-C64MP<br>ATTN CAROL GREENWOOD - 301-287-0882<br>WASHINGTON DC 20555-0001  |  |  |  |
| 17a. CONTRACTOR/OFFEROR<br>LANGUAGE ON DEMAND INC<br>ATTN JUNE PARK<br>4207 FOX LAKE DR<br>FAIRFAX VA 22033-2856<br>TELEPHONE NO. 703-691-2852   |  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |  | 18a. PAYMENT WILL BE MADE BY<br>US NUCLEAR REGULATORY COMMISSION<br>ONE WHITE FLINT NORTH<br>11555 ROCKVILLE PIKE<br>MAILSTOP 03-E17A<br>ROCKVILLE MD 20852-2738   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br>SEE ADDENDUM |  |
| 17a. CONTRACTOR/OFFEROR<br>CODE 139892702  |  | FACILITY CODE 3MLV6  |  | 18a. PAYMENT WILL BE MADE BY<br>CODE NRCPAYMENTS   |  |  |  |
| 19. ITEM NO.   |  | 20. SCHEDULE OF SUPPLIES/SERVICES  |  | 21. QUANTITY   |  | 22. UNIT   |  |
|  |  | SMALL BUSINESS ADMINISTRATION<br>The U.S. Nuclear Regulatory Commission hereby orders the services for translation, interpretation and multilingual desktop publishing services from Language on Demand, Inc., in accordance with the terms and conditions of this order pricelist and statement of work, set forth in the attachments.<br><br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |  |  |  |  |  |
|  |  |  |  | 23. UNIT PRICE   |  | 24. AMOUNT   |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>2014-X0200-FEEBASED-7P-7PD001-51-K-167-L2284-252A   |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$948,440.00  |  |  |  |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED   |  |  |  | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA X ARE ARE NOT ATTACHED.   |  |  |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |  |  |  | 29. AWARD OF CONTRACT: 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<br>   |  |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>   |  |  |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)<br>Seung Rowe President  |  | 30c. DATE SIGNED<br>12 June 2014   |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>VALERIE M. WHIPPLE   |  | 31c. DATE SIGNED<br>6/12/14  |  |

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 12/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

JUN 24 2014

**ADM002**

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21<br>QUANTITY | 22<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|----------------|------------|-------------------|---------------|
|                 | <p>Total Obligated Amount: \$189,688.00<br/>                     Potential Contract Ceiling: \$948,440.00</p> <p>Period of Performance: 06/13/14 - 06/12/15<br/>                     with four option years at \$189,688.00 each.</p> <p>LOD POC: June Park - 703-691-2852 -<br/>                     june@visitlod.com</p> <p>NRC COR: Tuwanda Smith - 301-415-7394 -<br/>                     Tuwanda.Smith@nrc.gov</p> <p>The alternate contracting officer representative<br/>                     if Tuwanda is unavailable is: Carol Walls -<br/>                     301-415-4086 - Carol.Walls@nrc.gov</p> |                |            |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

|                 |                    |                                    |  |                  |
|-----------------|--------------------|------------------------------------|--|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED<br>CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|-----------------|--------------------|------------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

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

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**NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Translation, Interpretation and Multilingual Desktop Publishing Services

(b) Summary work description: The contractor shall provide linguistic services including translation, braille, voiceover, website localization, and subtitling, captioning, and 508 compliance. The contractor shall also provide interpreters, translators, and document reviewers for all languages for witness interviews, investigations, depositions, hearings, or other work related to the operations of NRC offices. NRC requires translation of documents from or to English and Non-English languages as requested by the NRC Contracting Officer Representative or designee. The contractor shall provide services which will be widely distributed that function directly or indirectly to facilitate witness interviews, investigations, depositions, hearings, business meetings, conferences, teleconferences, training, guidance, conferences and public awareness. The contractor shall provide multilingual desktop publishing (public announcements, posters, etc.).

**NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT**

(a) The estimated total quantity of this contract for the products/services under this contract is \$948,440.00 including all option years.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is \$100,000.00.

(d) The obligated amount for this contract is \$189,688.00.

**CONTRACT TYPE**

This contract is an IDIQ, with labor hour and fixed price line items.

**PRICES**

See Attachment 2: Price Table

**BILLING INSTRUCTIONS**

See Attachment 3: Billing Instructions

**SECTION C - Description/Specifications**

**STATEMENT OF WORK**

See Attachment 1: Statement of Work

## **SECTION D - Packaging and Marking**

### **NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Small Business and Civil Rights, under Contract/order number NRC-HQ-7P-14-E-0001.

### **NRCD010 PACKAGING AND MARKING**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: ATTN: Tuwanda Smith, SBCR, Tel: 301-415-7394.

**SECTION E - Inspection and Acceptance**

**52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

**52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

**NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Types of Contract Deliverables include but are not limited to:

1. Translated NRC related documents
2. NUREG-Series Publications
3. Internal and external website information



**SECTION F - DELIVERIES OR PERFORMANCE**

**NRCF030 PERIOD OF PERFORMANCE**

This contract shall commence on 06/13/2014 and will expire on 06/12/2015 unless Option Periods are exercised.

## SECTION G - Contract Administration Data

### 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Tuwanda Smith - 301-415-7394 - Tuwanda.Smith@nrc.gov

The alternate contracting officer representative if Tuwanda is unavailable is:

Carol Walls - 301-415-4086 - Carol.Walls@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC contracting officer representative. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the *Statement of Work* or changes to specific travel identified in the *Statement of Work*), fills in details, or otherwise serves to accomplish the contractual statement of work.

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

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

(c) Technical direction must be within the general statement of work stated in the contract. The contracting officer representative does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

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

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

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

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

(d) All technical directions must be issued in writing by the contracting officer representative or must be confirmed by the contracting officer representative in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the contracting officer representative in the manner prescribed by this clause and

within the contracting officer representative's authority under the provisions of this clause.

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

(g) Any unauthorized commitment or direction issued by the contracting officer representative may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

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

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

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

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

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

**SECTION H - Special Contract Requirements****2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal 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)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, 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.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

#### **NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)**

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable

information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

- (1) **General.** In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) **Use, Ownership, and Nondisclosure.** A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) **Security Plan.** When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
- (4) **Breach Notification.** The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) **Legal Demands for Information.** If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) **Audits.** The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
- (7) **Flow-down.** The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

**NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or



SGL is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGL, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGL is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

#### **NRC1020 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)**

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

#### **Applicable Standards.**

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See [www.section508.gov](http://www.section508.gov) for more information:

- [ ] 1194.21 Software applications and operating systems.
- [ ] 1194.22 Web-based intranet and internet information and applications. 16 rules.
- [ ] 1194.23 Telecommunications products.

- 1194.24 Video and multimedia products.
- 1194.25 Self-contained, closed products.
- 1194.26 Desktop and portable computers.
- 1194.31 Functional performance criteria.
- 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and [www.section508.gov](http://www.section508.gov) for additional guidance.

#### **NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

#### **NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

#### **52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS. (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications

and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the Language on Demand, Inc. the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Language on Demand, Inc. shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Language on Demand, Inc.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Language on Demand, Inc. Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

**52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS. (FEB 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No NRC-HQ-7P-14-E-0001 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The Language On Demand, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-HQ-7P-14-E-0001 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.

(4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

**52.219-17 SECTION 8(A) AWARD. (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Language on Demand, Inc the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Nuclear Regulatory Commission.

## SECTION I - Contract Clauses

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAY 2014)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

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

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

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

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

**X** (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- \_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

**X** (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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



[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

#### **52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

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

#### **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 of expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years.

#### **52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

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

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

Funds are not presently available for performance under this contract beyond FY2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

**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 I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006) - ALTERNATE I (OCT 1995)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

**52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)**

**52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)**

**52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)**

**52.232-1 PAYMENTS. (APR 1984)**

**52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)**

**52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**

**52.232-25 PROMPT PAYMENT. (JUL 2013)**

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

**52.233-1 DISPUTES. (MAY 2014)**

**52.242-13 BANKRUPTCY. (JUL 1995)**

**52.242-15 STOP-WORK ORDER. (AUG 1989)**

**52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAY 2014)**

**52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)**

**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 address:  
<https://acquisition.gov/far/loadmainre.html>

**SECTION J - List of Documents, Exhibits and Other Attachments**

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| 2                        | Attachment 2 - Price Table | 2                      |
| 3                        | Billing Instructions       | 3                      |



**STATEMENT OF WORK**

**Translation, Interpretation and Multilingual Desktop Publishing Services**

**United States Regulatory Commission  
Office of Small Business and Civil Rights**

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Statement of Work - Translation Services

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**STATEMENT OF WORK****I. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) requires translation services to meet its obligations under Title VI of the Civil Rights Act of 1964 and Executive Order (E.O.) 13166 to provide limited English proficient (LEP) persons participation in, benefit from and meaningful access to NRC conducted and NRC's financially assisted programs and activities; and linguistic services in all languages including translation, braille, voiceover, website localization, subtitling, captioning, and 508 compliance. The documents to be translated and validated may include, but is not limited to: general information to the public, information located on NRC's external web page, consent forms, complaint forms, intake forms, public notices, applications, pamphlets, brochures and technical information and documentation regarding nuclear health and safety documents; safeguards, waste management; physical protection of nuclear material; emergency planning; emergency evacuation procedures; nuclear power plant safety analysis reports (complete with graphic materials, such as tables, figures, diagrams, charts, etc.); equipment qualification documents; extensive related technical material; etc.

NRC also requires translation services to provide interpreters, translators, and document reviewers for all languages for witness interviews, investigations, depositions, hearings, or other work related to the operations of NRC offices; provide cultural awareness and foreign language training solutions to NRC key staff requiring specific language skills in the performance of their duties and; provide technical support to NRC's Domestic LEP Program in providing translation and transcription services (e.g., determining the sufficiency of the qualifications and credentials of NRC volunteer employee translators).

**II. OBJECTIVE**

To provide 1) translation of documents and larger desktop publishing and 2) interpretation services for interpreters, translators, and document reviewers for all languages for witness interviews, investigations, depositions, hearings, business meetings, conferences, teleconferences, NRC Program training and/or other work related to the operations of NRC offices in languages other than English.

These services shall assist NRC in helping to provide LEP persons meaningful access and participation in, and benefits from NRC conducted programs, and activities. These services shall also help NRC offices to make information available to the entire general public, so as not to exclude any LEP members of the public from receiving important notification that is made available to the general public.

**III. SCOPE OF WORK**

The contractor shall provide linguistic services including translation, braille, voiceover, website localization, and subtitling, captioning, and 508 compliance. The contractor shall also provide interpreters, translators, and document reviewers for all languages for witness interviews, investigations, depositions, hearings, or other work related to the operations of NRC offices. NRC requires translation of documents from or to English and Non-English languages as requested by the NRC Contracting Officer Representative or designee. The contractor shall provide services which will be widely distributed that function directly or indirectly to facilitate witness interviews, investigations, depositions, hearings, business meetings, conferences, teleconferences, training, guidance, conferences and public awareness. The contractor shall provide multilingual desktop publishing (public announcements, posters, etc.).

**IV. TASKS**

**A. Document Translation**

**Requirements:**

The contractor shall:

- Complete translation of original documents provided, including the cover, material appearing on the back of the cover, title page, table of contents, text, tables, figures, references, captions, footnotes, etc.
- Translated documents shall be the same reading level as the original documents, be understood by a general audience with a variety of dialects, if applicable within the target languages, accurate with regards to content and style.
- Identify whether the translation includes the required conventional English abbreviations. (See U.S. Government Printing Office Style Manual, 1984; U.S. Government Printing Office, Washington, DC 20402, (202) 512-1800.)
- 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) translating text or developing a list of acronyms and initials for translated text for NRC. Should an original language acronym, when translated and spelled out, not appear in NUREG-0544, verify and validate that at the appropriate points in the text, the English words for which the acronym stands, followed by the original language characters that make up the acronym in Roman type are included and enclosed by parentheses.

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

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

|          |         |         |                     |
|----------|---------|---------|---------------------|
| 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.

- Replicate formatting elements necessary to convey the meaning of the original document and styles of headings and text (e.g., uppercase, bolding, italics, and color) are followed. The contractor shall follow the format of the original-language document (except when the original document has a justified, multi-column format), and verify and validate that the appropriate spacing between paragraphs are observed, figures, tables, or other graphic material are placed in the same position as in the original document, paragraph subdivisions are reserved and material that is indented and set off by dashes, hyphens, or bullets are presented in the same manner in the translated copy.

- Identify whether the translated document reflects translated proper names. Proper names should not be translated. The name of foreign organizations should be translated 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").
- Identify whether the translated document incorporate all foreign language or English pages or sections of the original document into both the paper and electronic versions of the text, and re-formatted to match the overall style and format of the translation. Scanning foreign language or English-language text and inserting it into the translation as an image is not acceptable.
- Identify whether the translated document provides 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 verify and validate that sufficient space has been allowed for subscripts and superscripts, and if a mathematical equation, found between lines of text, is of a reproducible quality, has been scanned from the original document and the image pasted into the translation at the appropriate place in the text.
- Identify whether the translated documents contain scanned photocopies of photographs or glossy prints of photographs, and that the images are positioned in the original translation as in the original document. Credits for photographs need not be translated.
- Identify whether the translated documents include full-page illustrations, figures, charts, drawings, graphs, tables, and other visual materials in the translation as positioned in the original document and formatted, insofar as is practicable, for printing on 8-1/2 by 11 inch paper. As a rule, fold-outs should not exceed 8-1/2 by 14 inches.
- Identify if the original documents contain an inserted full-page figure, if so, the contractor shall 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 original document. Captions (number and title) shall follow the format and placement of the original documents. If the visual material has footnotes, the contractor shall identify whether the original documents 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.
- Fully translate text accompanying or embedded in visual materials. The translation should not show the text in the original language. The contractor shall identify whether the original documents replace original source text in a manner that is clear, legible, and does not obliterate any part of the illustration. Original source words should be completely replaced (or covered) by the translation, but margins or lines essential to the figure should not be obscured or otherwise obliterated. To summarize, the translation shall appear in place of the source language words and shall not be placed on a separate page. It may be

necessary for the contractor to identify whether to re-key a table or secure an enlargement to meet this requirement.

- Ensure that all figures, graphs, and maps will be drafted or generated using a variety of software applications. These and the written reports will be reviewed and edited according to the U.S. Government Printing Office Style Manual, followed by final assembly and production in desktop publishing (digital) format.
- Ensure that play maps and descriptions, bibliography, data tables, core descriptions, type geophysical logs and core photographs will be assembled in an interactive, menu-driven digital format (web and CD); readable with Acrobat Reader in portable document format (PDF) and spatial data files (geographic Information System [GIS] shape files) using ArcExplorer. Both Acrobat Reader (freeware) and ArcExplorer (shareware) will be included on the CD. In addition to the data and image files, supporting documents and the software if needed to display documents and data will be included as well as several program, PDF, text, and database files.
- Edit/proofread the translated documents for accuracy, proper terminology, correct spelling, grammar, cultural appropriateness and style. The Contractor shall edit translations using easy to follow methods to include strikeouts and redlining to identify needed corrections and additions.
- The contractor shall verify and validate that illustrations and embedded text have been inserted in the electronic version of the translation as well as the hard copy.
- For all work orders, the contractor shall verify and validate that the translation include pagination, page numbers, and content identical to the original document with any equations and/or visual materials (diagrams, drawings, photographs, etc.) scanned and inserted into their appropriate places in the narrative.
- The contractor shall provide the Contracting Officer Representative a valid mailing address, e-mail address, fax number, and telephone number for identified contact personnel.

### **Key Personnel**

#### **Standard:**

- Submit a package that will include the original document, work order form, Notification of Final Acceptance and Cost Adjustment form, and Bibliographic Data Sheet form.
- The contractor shall submit a response by e-mail or facsimile to the Contracting Officer Representative indicating the contractor's approval or rejection of the original document and identify inadequacies.
- The contractor shall arrange for pickup and delivery by a mode (e.g., email, common courier, express mail, regular mail, facsimile, etc.) that is appropriate to the size of the document.

- The contractor shall email the Contracting Officer Representative (or call the Contracting Officer Representative with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order.

**Deliverables:**

Translated NRC related documents, NUREG-Series Publications, internal and external website information (Due within 60 business days, depending on the amount of words included in the work order, as stated in Section VII, Tables 1 and 2). The deliverables are received on time as defined in the project schedule and accepted by the NRC Contracting Officer Representative.

**Acceptance Criteria:**

- Return (1) the original document and translated document, (2) two copies of the report, 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 clearly label each diskette and 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 diskette/CD-ROM deliverable a sheet identifying the translation, the software program version, a directory for the file and the principal fonts used.
- Place only one translation on a diskette or 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 diskettes and CD-ROMs shall be the same as for paper copies of the translation package.
- 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.  
Acceptance Criteria: Translated NRC related documents, NUREG-Series Publications, Internal and External website information should be faithful, precise, grammatically correct, professionally usable, and convey the technically accurate meaning of the original document in clear and idiomatic English (or in the requested target language, as appropriate). Due within 60 business days, depending on the amount of words included in the work order, as stated in Section VII.
- Ensure the translated documents consist of 8-1/2 x 11-inch sheets 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, and pages 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.
- Prepare the translation of the original document in Arial, eleven (11) point font. 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 verification and validation translation; or, approved by the Contracting Officer Representative. Questions about the appropriate use of non-standard fonts and font sizes shall be directed to the NRC Contracting Officer Representative.

- Work orders placed by 3:00 p.m. on a given Federal workday shall be picked up by the contractor no later than 3:00 p.m. on the following Federal workday.
- The contractor shall deliver the completed or corrected 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 size of the document and the requested due date. The NRC's official working hours are 7:00 a.m. to 4:15 p.m., Monday-Friday.
- The contractor shall be responsible for all expenses related to the pick-up and delivery of packages and requested corrections to and from NRC.

## **B. Multilingual Desktop Publishing**

### **Requirements:**

The Contractor shall:

- Ensure the translated publication documents are at the same reading level as the original documents, and are understood by a general audience with a variety of dialects, if applicable within the target languages; and the translation is accurate with regards to content and style.
- Create or replicate multilingual versions of NRC publications.
- Produce camera-ready copy using all industry standard software for both Macintosh and PC.
- Design multilingual PowerPoint presentations
- Reprint documents in target languages while preserving the look of the original.
- Provide quality control throughout electronic type and layout production.
- Provide complete electronic production services and total quality management.
- Provide proofreading by native speaking editors to ensure all text adheres to the original, and words are properly hyphenated, capitalized, punctuated, etc.

### **Standard:**

The contractor shall email the Contracting Officer Representative (or call the Contracting Officer Representative with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order.

**Deliverables:**

Translated NRC related documents and presentations (Due within 60 business days, depending on the amount of words included in the work order, as stated in Section VII, Tables 1 and 2 or as otherwise determined between NRC and the contractor based on additional formatting and design specifications).

**Acceptance Criteria:**

Translated NRC related documents, and presentations should be faithful, precise, grammatically correct, professionally usable, and convey the technically accurate meaning of the original document in clear and idiomatic English (or in the requested target language, as appropriate). The deliverables are received on time as defined in the project schedule and accepted by the NRC Contracting Officer Representative.

**C. Multimedia Services**

**Requirements:**

The Contractor shall:

- Provide localize audio/video production, including websites, and CD-ROM's into the target languages
- Provide full service audio and video production in the target languages
- Provide complete multi-language voice-over talent casting
- Provide foreign language voice-over or overdubbing
- Provide multi-format surround sound mixing
- Provide digital editing

**Standard:**

The contractor shall email the Contracting Officer Representative (or call the Contracting Officer Representative with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order.

**Deliverables:**

Translated NRC related productions and presentations (Due within 60 business days, depending on the amount of words included in the work order, as stated in Section VII, Tables 1 and 2, or as otherwise determined by the NRC and contractor.)

**Acceptance Criteria:**

Translated NRC related production and presentations should be faithful, precise, grammatically correct, professionally usable, and convey the technically accurate meaning of the original document in clear and idiomatic English (or in the requested target language, as appropriate). The deliverables are received on time as defined in the project schedule and accepted by the NRC Contracting Officer Representative.

**D. Interpretation Services**

**D.1 On-site Interpretation**

**Requirements:**

The Contractor shall:

- Provide consultation and planning assistance to NRC for interpretation services to determine interpretation team requirements and equipment requirements.
- Guarantee clear, effective, English and non-English language communication
- Shall be on time for meetings/conferences/depositions/hearing/witness interviews and other work related to the operations of NRC offices.

**Standards:**

- Obtain authorization from the Contracting Officer Representative or designee before starting any work orders this includes requests made by other NRC personnel or persons needing the service.
- Provide to the Contracting Officer Representative or designee, a contact name and number of the individual that has requested the work order.
- The Contractor shall submit a summary of the interpretation services performed subsequent to the work order.
- The contractor shall email the Contracting Officer Representative (or call the Contracting Officer Representative with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order.

**Deliverables:**

Interpretation services for LEP persons at business meetings, conferences, witness interviews, hearings, depositions, NRC related training and other work related to the operations of NRC offices. (Due date is that of the scheduled event and will follow section VII, Table 3.) Written summary is due as agreed upon by the PO.

**Acceptance Criteria:**

The interpretation services should provide clear, effective, communication with LEP persons. The deliverables are received on time as defined in the project schedule and accepted by the NRC Contracting Officer Representative.

**D.2 Telephonic Interpretation**

**Requirements:**

- Obtain authorization from the Contracting Officer Representative or designee before performing any work orders; this includes requests made by other NRC personnel or persons needing the service.
- Guarantee clear, effective, English and non-English language communication
- Provide to the Contracting Officer Representative or designee, a contact name and number of the individual that has requested the work order.
- The Contractor shall submit a summary of the interpretation services performed subsequent to the work order.



**Standard:**

The contractor shall email the Contracting Officer Representative (or call the Contracting Officer Representative with subsequent confirmation by email) to confirm the delivery schedule prior to actual delivery of the work order.

**Deliverables:**

Interpretation services for LEP persons via telephone or teleconferencing of business meetings, conferences, and NRC related training. (Due date is that of the scheduled event and will follow section VII, Table 3.) Written summary is due as agreed upon by the PO.

**Acceptance Criteria:**

The interpretation services should provide clear, effective, communication with LEP persons. The deliverables are received on time as defined in the project schedule and accepted by the NRC Contracting Officer Representative.

**V. PROJECT MANAGEMENT TASKS**

The Contracting Officer Representative or Contracting Officer Representative's designee shall:

- Place delivery orders for items required under this contract.
- Monitor contractor performance and recommend to the Contracting Officer changes in requirements.
- Inspect and accept products/services provided under the contract.
- In the work order for interpretation services, the Contracting Officer Representative will specify the language requirement, task requirement, location, dates, and times. On a per call basis, the Contractor will provide consultation and planning assistance to NRC for interpretation services to determine interpretation team requirements and equipment requirements. Incidental items may include equipment requirements.
- Review all contractor invoices/vouchers requesting payment for products/services provided under the contract, and make recommendations for approval, disapproval or suspension.

**VI. PLACE OF PERFORMANCE**

Preparation of deliverables may be performed offsite at the contractor's own facility, except when spoken translation services require travel to the location.

**VII. DELIVERY SCHEDULE**

Within three days receipt of the original document(s), the Contracting Officer Representative or designee will forward the work order package to the contractor for verification and validation services. Upon receipt of each deliverable item, the contractor shall conduct verification and validation translation for compliance with the specifications in the contract. The contractor shall provide verification and validation translation and return the completed document(s) according to the following schedule:

**Table 1**

| <b>Translation Work Order for all written work</b> | <b>Time Allowed for Contractor to Perform Translation and Deliver Completed Document(s) to SBCR</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 to 200,000 words</b>                    | <b>45 Federal workdays</b>  |
| <b>More than 200,000 words</b>                     | <b>60 Federal workdays</b>  |

If the work order directs the contractor to furnish a written cost estimate and receive written approval of the estimate from the Contracting Officer Representative before proceeding with the requested services, the delivery date for the work order shall be calculated from the date of the Contracting Officer Representative's approval rather than the date of contractor receipt.

When a document has to be returned to the contractor for correction after delivery, the Contracting Officer Representative will issue the contractor a work order to conduct a translation of the corrected version according to the following schedule:

**Table 2**

| <b>Work Order</b>               | <b>Time Allowed for Contractor to Conduct 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 to 200,000 words</b> | <b>22 Federal workdays</b>   |
| <b>More than 200,000 words</b>  | <b>30 Federal workdays</b>   |

The Contracting Officer Representative will contact the Contractor by email and facsimile to process the interpretation services work order under the timeframes listed below. The Contractor selected must contact the Contracting Officer Representative issuing the work order within twenty-four (24) hours to collect instructions on interpretation services required unless otherwise instructed.

**Table 3**

| <b>Interpretation Services</b> | <b>Time Allowed for Contractor to Perform Requested Services</b> |
|--------------------------------|--|
| <b>Normal Requests</b>         | <b>10 Federal workdays</b>                                       |
| <b>Emergency Requests</b>      | <b>2 Federal workdays</b>  |

**NOTIFICATION OF LATE DELIVERY**

If the contractor determines that delivery of a completed work order or correction by the scheduled due date will not take place, the contractor shall notify the Contracting Officer Representative by email (or by telephone with subsequent confirmation by email) no later than 12:00 PM on the Federal workday preceding the due date. If the contractor fails to notify the Contracting Officer Representative regarding late delivery of the work order, and does not receive approval from the Contracting Officer Representative, the contract will not be paid for the work order.

If a completed work order is delivered late, the Contracting Officer Representative will consider the contractor to be in non-compliance with the contract, and it will be used in evaluating the performance under the contract. Should there be three occurrences of late delivery within a quarter (3 months), the Contracting Officer Representative will

notify the Contracting Officer and request appropriate action be taken; or, if there are other forms of non-compliance by the contractor, the Contracting Officer will be notified and requested to take required actions. Late delivery is, if the package is received by the Contracting Officer Representative or designee after 12:00 p.m. on the due date specified on the work order form or approved by the Contracting Officer Representative.

**IX. DURATION OF CONTRACT PERIOD**

The duration of this contract shall include one base year plus 4 option years.

**Domestic Translation Services - Price Table**

| <b>Domestic Translation Services - Price Table</b>  |              |                |                |
|---|--------------|----------------|----------------|
| <b>Language/Description</b>   |              |                |                |
| <b>Document Translation Services (English to Foreign Language)</b>  | <b>Words</b> | <b>\$/Word</b> | <b>\$/Year</b> |
| Spanish   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Portuguese  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| French  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Russian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Italian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| European-Baltic, Other Germanic, Farsi, Greek, Hebrew, Hindi, Japanese, Khmer, Korean, Lao, Vietnamese, Thai, Turkish, Urdu, Chinese, and other languages | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Ancient Greek, Celtic, Gaelic, Haitian Creole, Hawaiian, Latin, Tagalog, Huang, and all other languages   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| <b>Document Translation Services (Foreign Language to English)</b>  | <b>Words</b> | <b>\$/Word</b> | <b>\$/Year</b> |
| Spanish   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Portuguese  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| French  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Russian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Italian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| European-Baltic, Other Germanic, Farsi, Greek, Hebrew, Hindi, Japanese, Khmer, Korean, Lao, Vietnamese, Thai, Turkish, Urdu, Chinese, and other languages | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Ancient Greek, Celtic, Gaelic, Haitian Creole, Hawaiian, Latin, Tagalog and all other languages   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| <b>On-Site Translation (Interpretation Services)* Non-Technical</b>   | <b>Hours</b> | <b>\$/Hour</b> | <b>\$/Year</b> |
| Spanish   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Portuguese  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| French  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Russian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Italian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| European-Baltic, Other Germanic, Farsi, Greek, Hebrew, Hindi, Japanese, Khmer, Korean, Lao, Vietnamese, Thai, Turkish, Urdu, Chinese, and other languages | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Ancient Greek, Celtic, Gaelic, Haitian Creole, Hawaiian, Latin, Tagalog and all other languages   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| <b>On-Site Translation (Interpretation Services)* Technical</b>   | <b>Hours</b> | <b>\$/Hour</b> | <b>\$/Year</b> |
| Spanish   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Portuguese  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| French  | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Italian   | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| European-Baltic, Other Germanic, Farsi, Greek, Hebrew, Hindi, Japanese, Khmer, Korean, Lao, Vietnamese, Thai, Turkish, Urdu, Chinese, and other languages | [REDACTED]   | [REDACTED]     | [REDACTED]     |
| Ancient Greek, Celtic, Gaelic, Haitian Creole, Hawaiian, Latin, Tagalog and all other languages   | [REDACTED]   | [REDACTED]     | [REDACTED]     |

| Service and Description                                     | Hours        | \$/Hour        | \$/Year   |
|---|--------------|----------------|---|
| Stenography and Court Reporting*                            | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Telephonic Interpretation                                   | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Desktop Publishing (Formatting)                             | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| <b>Multi-Media Services</b>                                 | <b>Hours</b> | <b>\$/Hour</b> | <b>\$/Year</b>  |
| Localized Audio/Video                                       | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Voiceover-Overdubbing*                                      | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Digital Editing   | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Closed Captioning*  | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Surround Sound Mixing                                       | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Communications Access Real-Time Translation (CART)*         | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Conferences*  | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Agency Meetings*  | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Meetings requiring Top Secret and Secret Cleared Personnel* | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| Braille (Simple Document)                                   | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| \$10.00 set up fee  |              | + set up fee   | [REDACTED]  |
| Braille (Moderate Document)                                 | [REDACTED]   | \$0.           | [REDACTED]  |
| \$12.50 set up fee  |              | + set up fee   | [REDACTED]  |
| Braille (Complex Document)                                  | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| \$30.00 set up fee  |              | + set up fee   | [REDACTED]  |
|   |              |                |   |
|   | <b>Days</b>  | <b>\$/Day</b>  | <b>\$/Year</b>  |
| American Sign Language                                      | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| <b>Training and Educational Materials</b>                   | <b>Hours</b> | <b>\$/Hour</b> | <b>\$/Year</b>  |
| Off-Site*   | [REDACTED]   | [REDACTED]     | [REDACTED]  |
| On-Site*  | [REDACTED]   | [REDACTED]     | [REDACTED]  |
|   |              |                | <b>\$189,688</b>  |
|   |              |                |   |
|   |              |                | <b>Base Year - 06/13/14 - 06/12/15 \$189,688</b>            |
|   |              |                | <b>Option Year 1 - 06/13/15 - 06/12/16 \$189,688</b>        |
|   |              |                | <b>Option Year 2 - 06/13/16 - 06/12/17 \$189,688</b>        |
|   |              |                | <b>Option Year 3 - 06/13/17 - 06/12/18 \$189,688</b>        |
|   |              |                | <b>Option Year 4 - 06/13/18 - 06/12/19 \$189,688</b>        |
|   |              |                | <b>Total Contract Price including All Options \$948,440</b> |

**Disclaimer:** \* marked services above have the below minimums  
 Interpretation Services (including Technical and Non-Technical) - 4 hour minimum  
 Stenography and Court Reporting - 2 hour minimum  
 Telephonic Interpretation - 1 hour minimum  
 Voiceover - Overdubbing - 2 hour minimum  
 Closed Captioning - 2 hour minimum  
 CART (including Conferences, Agency Meetings, Classified) - 2 hour minimum  
 Language Training (including Off-site and On-site) - 2 hour minimum

Telephonic Interpretation includes preparation time (i.e., billable hours start at prep start time)  
 Braille rates include per-session set up fees



### BILLING INSTRUCTIONS

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

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

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.



**BILLING INSTRUCTIONS**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

### BILLING INSTRUCTIONS

- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.