AWARD/CONTRACT

Page 1 of 2

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) 2. CONTRACT NO. 3. EFFECTIVE DATE 4. REQUISITION/PROJECT NO. NRC-10-94-142 ADM-94-142 MAR 1 W 1994 5. ISSUED BY Code: 6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts and Property Mgt U.S. Nuclear Regulatory Commission Contract Neg.Br.No.2; P-1042 Contract Adm. Br. No. 3 ; P-902 Washington, D.C. 20555 Division of Contract and Property Washington, D.C. 20555 7. NAME AND ADDRESS OF CONTRACTOR 8. DELIVERY Scitran Company FOB ORIGIN 1482 E. Valley Road, Suites 15, 16 OTHER (See below) P.O. Box 5456 Santa Barbara, CA 93108 9. DISCOUNT FOR PROMPT PAYMENT N/A Principal Investigator/Technical Contact: Marjorie Feitis Telephone No: (805) 969-2413 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6 11. SHIP TO/MARK FOR 12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission Attn: Ms. Lucy Kasmir; MS P-223 Division of Accounting and Finance 7920 Norfolk Ave. GOV/COM Accounting Section Bethesda, MD 20814 Washington, D.C. 20555 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c)[] [] 41 U.S.C. 253(c)[] 14. ACCOUNTING AND APPROPRIATION DATA APPN: X0200 B&R: 440-20-613-112 JCN: D24084 BOC: 2542 AMOUNT: \$135,200 15C.OUANTITY 15D.UNIT 15A.ITEM 15B.SUPPLIES/ 15E.UNIT NO. SERVICES PRICE The U.S. Nuclear Regulatory Commission hereby accepts Scitran Company's

technical proposal dated August 1993 as revised by its Best and Final Offer dated November 1993, both of which are incorporated herein by reference

15G. TOTAL AMOUNT OF CONTRACT \$292,448.60

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) FAR (48 CFR) 53.214(a)

and made part of this contract.

Prescribed by GSA

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NRC-10-94-142 Section B

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Translation Services

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

Provide translation services from Germanic, Romance, Oriental and Cyrillic languages to English and ocassionally from English into one of the foreign languages. Documents to be translated are nuclear research and associated technology reports usually involving highly complex subject matter. In addition, an abstract containing 200 words or less shall be prepared by the contractor for each translation.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

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NRC-10-94-142 Section B

B.4 CONSIDERATION AND OBLIGATION -- DELIVERY ORDERS (JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the two-year base period for products/services ordered, delivered, and accepted under this contract is \$292,448.60. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The total estimated amount of this contract (ceiling) for the first option year for products/services ordered, delivered and accepted under this contract is \$146,224.30. The Contracting Officer may unilaterally increase this amount a necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (c) The total estimated amount of this contract (ceiling) for the second option year for products/services ordered, delivered and accepted under this contract is \$149,808.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (d) The total estimated amount of this contract (ceiling) for the third option year for products/services ordered, delivered, and accepted under this contract is \$149,808.00. The Contracting Officer may unilaterally increase this amount a necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- The amount presently obligated with respect to this contract is \$135,200.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

NRC-10-94-142 Section C

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Nuclear Regulatory Commission (NRC) requires translation services to fulfill its contracts and agreements with 27 foreign countries currently holding 5-year Regulatory and Safety Research Arrangements. (Some of these agreements are currently in the process of renewal for continuation of membership.) These 27 foreign countries are members of a Bilateral and Multilateral Cooperative Program with the NRC for the international exchange of nuclear research technology.

C.2 CONTRACT OBJECTIVE

The purpose of this procurement is to ensure that the NRC's mission for international cooperation is fulfilled by translating nuclear research and technology reports that are generated by the 27 countries currently under contract agreements into English or occasionally from English into one of the foreign languages listed under Section B. The four (4) major groups of languages that will require translations are Germanic, Romance, Oriental, and Cyrillic. The Government may, but need not utilize this contract for requirements stemming from the Lisbon Initiatives. The Government reserves the right to procure document translation services for the Lisbon Initiatives from other sources.

C.3 SCOPE OF WORK

The contractor shall furnish translation services for reports and other related material provided by the Nuclear Regulatory Commission (NRC) when issued by a formal Work Order. In addition, an abstract containing 200 words or less shall be completed on an NRC Form 335, "Bibliographic Data Sheet." Translations shall be accomplished by experienced translators with the capabilities in translating texts involving the following disciplines: physics, nuclear engineering, power transmissions, geology, hydrology, nuclear physics, health physics, thermalhydraulics, plant thermalhydraulics, structural engineering, risk analysis, and radiology of nuclear power plants. Translations required may consist of nuclear power plant safety analysis and safety analysis reports (complete with schematics and diagrams), nuclear health and safety documents, computer programs, equipment qualification, emergency evacuation procedures and other related material. Translations shall be edited by an individual with previous experience as a technical editor/writer.

NRC-10-94-142 Section C

C.4 SPECIFICATIONS

The contractor shall adhere to the following specifications in performance of this procurement:

A. ABBREVIATIONS, SIGNS, AND SYMBOLS

Use of conventional English abbreviations are required. (See U.S. Government Printing Office Style Manual, 1984; U.S. Government Printing Office, Washington, DC 20402, (202) 783-3238).

B. ABSTRACT

If a translated abstract is provided with the foreign document, the contractor shall retype the English abstract. Any other English pages shall also be retyped to the overall typing style of the text. When an abstract has not been provided, the contractor shall summarize the text or use the preface or summary (if applicable) in a abstract of 200 words or less and enter the abstract on NRC Form 335, "Bibliographic Data Sheet" (Atch 1). Every abstract must include the purpose, scope, and conclusion of the report. The contractor shall also complete items 1-3, 5, 8, and 11 of NRC Form 335. The contractor shall be reimbursed at the same per word rate utilized as if the abstract were being translated from one language to another.

C. ACRONYMS AND INITIALISMS

The contractor shall refer to the following NRC publications when translating text or developing a list of acronyms initialisms for text being translated for NRC:
"NRC Collection of Abbreviations" NUREG-0544, Rev. 3, and "Glossary of Terms," NUREG-0770. Should a foreign language acronym, when translated and spelled out in English, not appear in either of these NUREG-series reports, do the following:

In text, print the English words for which the acronym stands followed by the foreign characters in Roman type that make up the acronym in parentheses,

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

In lists, print the foreign acronym, followed by the acronym translated into English and the full English text of the foreign acronym.

Example: Foreign English English text
AES NPP Nuclear Power Plant

NRC will supply additional references and respond to specific

NRC-10-94-142 Section C

C.4 (Continued)

questions in this area on an as-needed basis.

D. COVER

The contractor shall complete all of the following items on the standard cover form: NRC-provided Translation No.; Language of Foreign Document; Translated Title of Document; Untranslated Title of the Document; Author(s); Translated Name and Address of Corporate Author; Date of Original Foreign Document; Foreign Document ID numbers; Number of Pages in Translation; Date Translated for NRC; Translated By; Name and Address of the Contractor.

Translation covers incorrectly completed or with missing information shall be returned for correction by the translator at no additional cost to the NEC (See Atch 2).

E. EQUATION

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

Mathematical elements within the text shall be retyped, not handwritten. The contrator shall allow sufficient space for subscripts and superscripts.

Mathematical equations found between lines of text, if of a reproducible quality, shall be cut out of the foreign document and appropriately mounted in the text; if not of reproducible quality, these equations shall be retyped at no additional cost to the NRC.

NOTE: Math equations shall not be considered a paste-up under pricing scale.

F. FORMAT

The contractor shall follow the format of the foreignlanguage document (except when the foreign document has a justified double-column format).

The contractor shall be responsible for translation of the complete document, including: cover, material appearing on the back of the cover, title page, table of contents, text, tables, figures, references, captions, footnotes, etc.

Paragraph subdivisions shall be preserved and pages shall be numbered consecutively. Page numbers shall be centered at the bottom of each page of the translation in arabic numerals.

Proper names shall not be translated. Style of headings and text i the original document shall be followed.

C.4 (Continued)

G. GRAPHS, ILLUSTRATIONS

Illustrations, figures, charts drawings, graphs, and other visual materials must appear in the translation as positioned in the original document and must be positioned on 8-1/2 x 11-inch paper. Some visual materials will need to be reduced or blown up for clarity to meet NRC specifications. Foldouts must not exceed 8-1/2 x 14-inch (See Atchs 3A and 3B). A paste-up or a partial paste-up consists of overlaying English words directly onto visual material as specified in the following table:

Portion of Page

Number of Words

Full-page paste-up 5 or more

Half-page paste-up 4 or less

Replacing captions or titles on visual materials does not constitute paste-up (See Atchs 4A and 4B).

Visual materials shall be translated completely (i.e., will not show original language plus English). Page numbers for full-page figures shall appear in English on the foreign document. The contractor shall mount the figure as it is positioned in the original document and assign a page number. In-text figures shall be placed in approximately the same location as the foreign document. Captions (number and title) shall follow the format and placement of the original foreign document (See Atchs 10A/10B and 11A/11B). Some visual material may contain descriptive text (words) appearing throughout the illustration. Replace foreign words in the text by using liquid correction fluid (e.g., "White-out") or taping over the foreign word(s). To summarize, the English translation shall appear in place of the foreign words and shall not be placed on a separate page.

NRC TRANSLATION NUMBER

The NRC translation number (NRC Translation XXXX) shall appear on the cover in the upper right-hand corner. If the translation is proprietary, the word PROPRIETARY shall appear under the NRC translation number in underlined capital letters. The NRC translation number will be assigned by the NRC Project Officer.

I. PAGE FORMAT

A translated page shall consist of an 8-1/2 x 11-inch sheet of paper, typed, 1/2-inch spacing with 1-inch margins on all four sides of the page: right, left, top, and bottom. Ten (10) point or twelve (12) point size type shall be used. Style of type may vary (See Atchs 5A and 5B).

Section C

C.4 (Continued)

J. PAPER

Translations shall be typed on plain white, general bond 20- pound weight paper only. Use of a contractor's letterhead and copies on onionskin paper are not acceptable.

K. PHOTOGRAPHS

Photocopies of photographs or glossy prints of photographs (whichever are included in the foreign document) shall be mounted in the translation as in the foreign document. Credits for photographs need not be translated (See Atchs 6A and 6B).

L. PROPER NAMES

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

M. PUNCTUATION

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

N. QUESTIONS

Questions about translation format or illegibility shall be referred in writing or on telephone to the Project Officer. If such issues cannot be resolved between the Contractor and Project Officer, the Contracting Officer shall be contacted.

O. TABLES

NRC will provide the best available copy of the foreign language document to the contractor. Translated tables shall be translated completely (i.e., shall not show original language plus English). When inserting the English translation, the contractor shall not conceal any of the data from the original table. Page numbers for full-page tables shall appear in the same position as those of the text (See Atchs 7A and 7B). It may be necessary to retype the table or secure an enlargement to meet this requirement. Charts and tables which appear in a columnar format are not considered paste-ups. The English text is typed in a columnar format and counted as text only (See Atch 8).

Section C

C.4 (Continued)

P. TYPING

The contractor shall be responsible for providing legible, error-free, camera-ready copy of publishable quality. Correction tape, correction fluid, or splicing to make corrections is acceptable (scotch tape is not acceptable). Pages shall not be typed so that there are words which run off the page. The contractor shall make margins not less than 1 inch at head (top), bottom (foot), and right and left sides of each page. Typing shall be numbered consecutively at the bottom of the page in the center, below the margin. Page number one (1) shall follow the standard cover or Table of Contents if applicable. All translations shall be typed and submitted in 1/2-inch spacing, in type size ten (10) point or twelve (12) point. Style may vary (see Atchs 5A and 5B).

C.5 DEFINITION OF TERMS

Graph - For purpose of this procurement, a graph is a written symbol, (i.e., chart, figure, picture, or graphic illustration) with a legend appearing on the same page (See Atchs 9A and 9B).

Urgent Translation - 1-2 days/1,000 or less words; 3-7 days/1,001 to 26,000 words; 8-14 days/26,001 to 52,000.

C. 6 ISSUANCE OF DELIVERY ORDERS

Delivery Order Form: A Work Order form (NRC Form 438, "Cost Data") (See Atch 14) describing the translation, language, the NRC translation identification no. (NRC Translation No. XXXX), date due back to NRC, and any other pertinent information will accompany all work issued under this procurement. The contractor shall complete Item 13 a., c., d., e., g., and h. of NRC Form 438 and return the original copy to NRC/DFIPS.

Sensitive and Proprietary Data: Sensitive and proprietary translations shall contain a yellow proprietary security cover (NRC Form 190, Proprietary Information "name"). This form shall be returned to NRC together with the foreign document, one (1) camera-ready copy of the English translation, and (1) photocopy (one-sided only) at the time of delivery.

Schedule: Each work order shall include delivery time for translations. Translations shall vary from a 1-14 calendar-day turnaround time for an urgent translation to a 15-90 calendar-day turnaround time for a regularly scheduled translation.

Priority Translations: When necessary, priority (urgent) translations shall be issued to the contractor via electronic transmission (telefax). They shall also be delivered to NRC via electronic transmission (telefax). NRC Issuance of Work:

Section C

C.6 (Continued)

- (a) If the contractor elects to pick up a work order, the contractor shall pick up the work order issued on any one work day by 12:00 noon the following work day. For purposes of calculating the due date, day one (1) of the delivery period, when the contractor elects to pick up the work order, shall begin at 12:00 noon on the day following the day the work order was issued. Should the contractor request that a work order be forwarded, such work order shall be forwarded via such delivery mode (e.g., electronic transmission, common courier, express mail, ordinary mail, etc.) as requested by the contractor. (Only nonproprietary material shall be transmitted electronically.) Any such delivery shall be at the expense of the contractor. Day one (1) of the delivery period for a work order that is forwarded to the contractor shall begin at 12:00 noon on the day following the day the work order is forwarded. The contractor's initial election as to how the work order is to be received shall be binding for purposes of calculating the due date.
- (b) Should the contractor choose to pick up Work Orders at NRC's facility, he or she should inform the Project Officer of his or her desire to do so but shall not be reimbursed for transportation or any other related expenses. All orders shall be picked up at the following address:

U.S. Nuclear Regulatory Commission Attn: Lucy Kasmir; P-223 7920 Norfolk Avenue Bethesda, MD 20814

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Section D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC

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 Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

End of Clause)

NRC-10-94-142 Section E

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER TITLE DATE

52.246-4 INSPECTION OF SERVICES FEB 1992
- FIXED-PRICE

[End of Clause]

E.2 PLACE OF ACCEPTANCE AND INSPECTION

- 1. All inspection, acceptance, and rejection decisions shall be made by the Project Officer or designee at destination.
- 2. The contractor shall return all translations and all materials received from the NRC for translation to the delivery address set forth in Section F of the Solicitation. The contractor shall use such method of transportation to insure delivery by 12:00 noon on the scheduled due date. Acceptance of the translations shall not be made nor payment authorized until all materials are returned to the Project Officer.

[End of Clause]

E.3 ACCEPTANCE AND REJECTION OF TRANSLATIONS

Acceptance Criteria:

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

- (a) When errors attributable to the contractor's performance appear in the typed manuscript. (Errors include those that change or obscure the meaning of the document but do not include typographical errors or misspellings if the intended meaning is clearly evident, such as "thier" for "their" or "thi" for "the" and so forth.) excess of one (1) error per 100 words, NRC may demand that the contractor correct the errors and furnish corrected documents as described in Section E (Rejection of Deliverables) below.
- (b) Standard cover form with all the listed items complete.

NRC-10-94-142 Section E

E.3 (Continued)

(c) One camera-ready copy of publishable quality and one photocopy (one- sided only) shall be submitted paper-clipped, rubber-banded, stapled, or fastened in such a way that pages shall not fall out of sequence.

(d) The contractor shall ensure that the finished translation communicates the technically accurate meaning of the original document in clear and idiomatic English or in the foreign language, as appropriate. The translation shall include specialized terms of the discipline or technical matter and embody the meaning of the author. Acceptability will also be based on the accuracy, grammatical clarity, professional usability, absence of typographical and format errors, and nuclear terminology versus literal translation.

[End of Clause]

E.4 REVIEW AND ACCEPTANCE/REJECTION OF DELIVERABLES

- (a) Upon receipt of each deliverable item, the Project Officer or the designee shall review it for compliance with the specifications contained herein. The Project Officer or designee shall accept or reject deliverable items within 7 calendar days for work orders involving 52,000 words or less, 14 calendar days for work orders involving 52,001 to 100,000 words, and 30 calendar days for work orders involving an excess of 100,000 words.
- (b) The Project Officer or designee shall notify the contractor (by telephone and subsequently confirmed in writing) of any items which are rejected and may return the rejected translation by commercial courier or express mail at the contractor's expense, should the contractor choose not to pick up the rejected translation. The contractor shall correct all deficiencies free of charge and the Government shall receive the corrected translation within 5 calendar days. Final acceptance shall be made by telephone or in writing after the work has been corrected to the extent that it conforms to the specifications contained in the scope of work and has been accepted by the Project Officer. The Project Officer shall accept or reject the corrected translation within the same time period set forth above for initially accepting or rejecting the translation.

NRC-10-94-142 Section F

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER TITLE DATE

52.212-13 STOP-WORK ORDER AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on the contract effective date and will expire 2 years thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 3 one-year option periods.

[End of Clause]

F.3 PLACE OF DELIVERY

Hand-carried deliverables or those sent by Express Mail shall be delivered to the following address:

U.S. Nuclear Regulation Commission ATTN: Lucy Kasmir MS P-223 7920 Norfolk Avenue Bethesda, MD 20814

[End of Clause]

F. 4 TIME OF DELIVERY

- (a) Each Work Order issued under this .tract shall specify a delivery schedule for the translation and will fall within one of the following categories:
 - 1) Delivery within 1 to 2 calendar days;

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F.4 (Continued)

- 2) Delivery within 3 to 14 calendar days;
- 3) Delivery within 15 to 49 calendar days;
- 4) Delivery within 50 to 75 calendar days:
- 5) Delivery within 76 to 90 calendar days.
- (b) The due date shall be the first business day following the specified day of delivery and the material shall be received by the NRC 12:00 noon (Eastern Time) on that day. For example, a 7 calendar-day delivery schedule deadline shall be the following day or the 8th day at 12:00 noon. For a delivery schedu of 21 calendar days, the following day or the 22nd day at 12:00 noon shall be t actual deadline. For a 35 calendar-day delivery schedule, the following day or the 36th day at 12:00 noon shall be the deadline.
- (c) No pickups or deliveries shall be made on Saturdays, Sundays, and Federal Holidays. All Work Order delivery schedules shall be reflected in calendar day.

NRC-10-94-142 Section G

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993)

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

Name: Lucy Kasmir

Address: U.S. Nuclear Regulatory Commission Office of Administration

Division of Freedom of Information and

Publication Services ; MS P-223

Washington, D.C. 20555

Telephone Number: (301) 492-8520

- (b) The project officer shall:
 - (1) Place delivery orders for items required under this contract.
 - (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

No others

G.2 (Continued)

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

Section H

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

- (a) <u>Purpose</u>. 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.

H.1 (Continued)

- (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, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- 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

H.1 (Continued)

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

H.1 (Continued)

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) <u>Subcontracts</u>. 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

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H.1 (Continued)

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.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Marjorie Feitis Peter Feitis

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely

H.2 (Continued)

replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H. 4 EXTRAORDINARY/COMPLEX JOBS

The Contracting Officer will negotiate with the contractor delivery dates and prices for work orders consisting of more than 575,000 words for Germanic languages (Lot 1), more than 925,000 words for Romance languages (Lot 2), more than 745,000 words for Oriental languages (Lot 3) and more than 575,000 words for Cyrillic languages (Lot 4).

[End of Clause]

H.5 PROPRIETARY DATA AND SENSITIVE INFORMATION

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or priviledged technical, business, or financial information, including government plans, policies, reports, financial plans, internal data protected by the Privacy Ac of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Government to be otherwise exempt from disclosure to the public. The Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any person or organization except as may be necessary to perform the work under this contract. The Contractor agrees to return such information to the Government or otherwise dispose of it either as the Contracting Officer may from time to time direct

Section H

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H.5 (Continued)

during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE	
52.202-1	DEFINITIONS OFFICIALS NOT TO BENEFIT	SEP	1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR	1984
52.203-3	CINTA O L & BANC		
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR	1984
52.203-6		JUL	1985
	SALES TO THE GOVERNMENT		
52.203-7	ANTI-KICKBACK PROCEDURES		
52.203-10	PRICE OR FEE ADJUSTMENT FOR	SEP	1990
	ILLEGAL OR IMPROPER ACTIVITY		
52.203-12	LIMITATION ON PAYMENTS TO	JAN	1990
	INFLUENCE CERTAIN FEDERAL		
	TRANSACTIONS		
52.209-6		NOV	1992
221002.0	INTEREST WHEN SUBCONTRACTING WITH		
	CONTRACTORS DEBARRED, SUSPENDED,		
	OR PROPOSED FOR DEBARMENT		
52.215-1		FEB	1993
26:412"+	COMPTROLLER GENERAL		
52.215-2		FEB	1993
52.215-22	UOD T 11000 TT1 TOO.		1991
52.215-22	COST OR PRICING DATA		
ED DIE D4		DEC	1991
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NUMBER TITLE

DATE

[End of Clause]

52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT I.2 INTEGRITY -- MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY --MODIFICATION (NOV 1990)

- (1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant who has of [Name of Offeror] participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain

Section I

I.2 (Continued)

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Signature of the officer or employee responsible for the odification proposal and date)

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

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I.2 (Continued)

[End of Clause]

I.3 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from N/A through N/A.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

1.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of N/A;
 - (2) Any order for a combination of items in excess of N/A; or
 - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the

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I.4 (Continued)

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.5 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE I (APR 1984)

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

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I.5 (Continued)

and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the 90th day

following the date of contract expiration. [End of Clause]

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period 60 days before contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

Attachment Number Title

1 2 3A 3B 4A 4B 5A 5B	NRC Form 335 - Bibliographic Data Sheet Sample Translation Cover Sample-English Translation (Foldout) Sample-Oriental Japanese (Foldout) Sample Figure-English Translation Sample-Oriental Foreign (Figure) Sample Translated Page Format - 10 Point Sample Translated Page Format - 12 Point
5 C	Sample Page (Foreign)
6A	Sample Photographs Translated
6B	Sample Photographs (Foreign)
7A/7B	Sample Foreign English Paste-up and Enlargement
	English Graph
8	Columnar Format
9A	Sample English Translation of Chart
9B	Sample Foreign Chart
10A	Sample Full-page Paste-up
10B	Sample Foreign Full Paste-up
11A	Sample Half Page Paste-up
113	Sample Foreign Half Paste-up
12	Sample Figure-English Translation
13	Sample Figure-Foreign
14	NRC Form 438 - Translations Services Work Order
15	Sample German Report
16	Sample French Report
17	Sample Spanish Report
18	Sample Japanese Report
19	Sample Russian Report
	-Sample-Fasks DELETED
21	NRC Billing Instructions
22	NRC Organizational Conflicts of Interest NRCAR 2009.570