

## SOLICITATION, OFFER AND AWARD

1. CERTIFIED FOR NATIONAL DEFENSE  
UNDER DOSA REG 2 AND/OR DMS REG. 1

PAYING

PAGE OF

1 | 50 PAGE

2. CONTRACT NO.

3. SOLICITATION NO.

RS-ADM-85-235

4. TYPE OF SOLICITATION

☐ ADVERTISED (IFBI)☒ NEGOTIATED (RFP)

5. DATE ISSUED

7/19/85

6. REQUISITION/PURCHASE  
NO.

ADM-85-235

7. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Washington, D.C. 20555

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".

## SOLICITATION

9. Sealed offers in original and five (5) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or  
handcarried, in the depository listed in 4550 Montgomery Ave., Room 2223 until 3:00 local time August 19, 1985  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section 1, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION  
CALL:

A. NAME

Joyce A. Fields

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(301) 492-7442

## 11. TABLE OF CONTENTS

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## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS  
%20 CALENDAR DAYS  
%30 CALENDAR DAYS  
%CALENDAR DAYS  
%14. ACKNOWLEDGMENT OF AMENDMENTS  
(The offeror acknowledges receipt of amend-  
ments to the SOLICITATION for offers and  
related documents numbered and dated:

AMENDMENT NO

DATE

AMENDMENT NO

DATE

15A. NAME  
AND  
ADDRESS  
OF  
OFFEROR

CODE

FACILITY

1D716

SCITRAN  
1482 E. Valley Road, P.O. 5456  
Santa Barbara, Calif. 9310816. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER (Type or print)

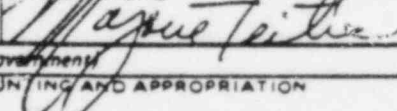
Marjorie Feitis, Director

15B. TELEPHONE NO. (Include area  
code)

(805) 969-2413

15C. CHECK IF REMITTANCE ADDRESS  
IS DIFFERENT FROM ABOVE. ENTER  
SUCH ADDRESS IN SCHEDULE

17. SIGNATURE



18. OFFER DATE

8/12/85

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

23. NEGOTIATED PURSUANT TO

☐ 10 U.S.C. 2304(a) ( )☐ 41 U.S.C. 252(c) ( )

24. ADMINISTERED BY (If other than Item 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

B512060411 B51115  
PDR CONTR  
NRC-10-86-235 PDR

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ame		Offeror or Contractor		KPPA ADM-85-235		Page 2	
Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount	
Section B - <u>SUPPLIES/SERVICES/PRICES</u>							
3.1	Brief Description of Work						
	The contractor(s) shall be required to translate Germanic, Romance, Oriental and Cyrillic languages publications into English. The documents to be translated are nuclear research and associated technology reports usually involving highly complex subject matter.						
	<u>GERMANIC LANGUAGES (LOT 1)</u>						
	The unpredictable nature of events and new research developments reaching final stage in the nuclear industry, make it very difficult to determine precise estimates.						
	The contractor must be capable of handling translations as small as 1,000 words in three calendar days and as large as 575,000 words in 76-90 calendar days.						
	The estimated workload for the year is approximately 575,000 words for Germanic language documents.						
	The Contractor shall provide translation services for the following language within the delivery schedules reflected below:						
	(a) <u>GERMAN (to English)</u>						
	(1) Delivery required within 3-14 calendar days (Priority Jobs).		3-7 day delivery	8-14 day delivery	N/A		
	<u>Quantity (words)</u>	PER					
	1,000 or less	WD	\$ .061	\$ .048			
	1,001 - 26,000	WD	\$ .068	\$ .054			
	26,001 - 52,000	WD	\$ .085	\$ .061			
	(2) Delivery required within 15-49 calendar days.		15-25 day del.	26-35 day del.	36-49 day del.		
	<u>Quantity (words)</u>						
	1,000 - 26,000	WD	\$ .034	\$ .034	\$ .034		
	26,001 - 52,000	WD	\$ .034	\$ .034	\$ .034		
	52,001 - 100,000	WD	\$ .034	\$ .034	\$ .034		
	100,001 - 130,000	WD	\$ .034	\$ .034	\$ .034		

Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
	(German continued)					
	(3) Delivery required within 50-75 calendar days.					
	<u>Quantity (words)</u>					
	52,000 - 100,000	WD	\$ .034	\$ .034	N/A	
	100,001 - 130,000	WD	\$ .034	\$ .034		
	(4) Delivery required within 76-90 calendar days.					
	<u>Quantity (words)</u>					
	130,000 - 250,000	WD	\$ .034	\$ .034	N/A	
	250,001 - 350,000	WD	\$ .034	\$ .034		
	350,001 - 575,000	WD	\$ .034	\$ .034		
	(5) English to German					
	Delivery required within 10-45 days.					
	5,200 words or less	WD	\$ .068	\$ .068	N/A	
	SUBTOTAL - GERMAN					\$ 1.2614
	(b) <u>SWEDISH (to English)</u>					
	(1) Delivery required within 3-14 calendar days (Priority Jobs)					
	<u>Quantity (words)</u>					
	1,000 or less	WD	\$ .068	\$ .053		
	1,001 - 26,000	WD	\$ .076	\$ .061		
	26,001 - 52,000	WD	\$ .095	\$ .068		

Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
	(Swedish continued)			P E R W O R D		
	(2) Delivery required within 15-49 calendar days.		15-25 day del.	26-35 day del.	36-49 day del.	
	<u>Quantity (words)</u>					
	1,000 - 26,000	WD	\$ .038	\$ .038	\$ .038	
	26,001 - 52,000	WD	\$ .038	\$ .038	\$ .038	
	52,001 - 100,000	WD	\$ .038	\$ .038	\$ .038	
	100,001 - 130,000	WD	\$ .038	\$ .038	\$ .038	
	(3) Delivery required within 50-75 calendar days.					
	<u>Quantity (words)</u>		76-85 day del.	86-90 day del.	N/A	
	130,000 - 250,000	WD	\$ .038	\$ .038		
	250,001 - 350,000	WD	\$ .038	\$ .038		
	350,001 - 575,000	WD	\$ .038	\$ .038		
	(5) English to Swedish					
	Delivery required within 10-45 calendar days.		10-25 day del.	26-45 day del.	N/A	
	5,200 words or less	WD	\$ .076	\$ .076		
	SUBTOTAL - SWEDISH					\$ 1.2573
	(c) Paste ups: Complex graphs, charts, tables, etc. (Attachments 17-19)					
	Full page 230 pages	ea.	\$6.00			
	Half page or less 230 pages	ea.	\$3.00			
	LOT 1 - GERMANIC LANGUAGES TOTAL AMOUNT					\$ 2.5192
	ESTIMATED TOTAL - TWO YEAR REQUIREMENT - - - - -					\$55,890.00



Name of Offeror or Contractor

Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
B.2	<p><u>ROMANCE LANGUAGES (LOT 2)</u></p> <p>The unpredictable nature of events and new research developments reaching final stage in the nuclear industry, make it very difficult to determine precise estimates. Based on past experience we are providing a range rather than one base amount for the estimated annual workload.</p> <p>The contractor must be capable of handling translations as small as 1,000 words in three calendar days and as large as 925,000 words in 76-90 calendar days.</p> <p>The estimated workload for the year is approximately 925,000 words for Romance Languages.</p> <p>The contractor shall provide translation services for the following languages within the delivery schedules reflected below:</p> <p>(a) <u>FRENCH (to English)</u></p> <p>(1) Delivery required within 3-14 calendar days (Priority Jobs).</p> <p><u>Quantity (words).</u></p> <p>1,000 or less</p> <p>1,001 - 26,000</p> <p>26,001 - 52,000</p> <p>(2) Delivery required within 15-49 calendar days.</p> <p><u>Quantity (words)</u></p> <p>1,001 - 26,000</p> <p>26,001 - 52,000</p> <p>52,001 - 100,000</p> <p>100,001 - 130,000</p>			<p><u>P E R W O R D</u></p>		
			3-7 day delivery	8-14 day delivery	N/A	
		WD	\$ .061	\$ .048		
		WD	\$ .068	\$ .054		
		WD	\$ .085	\$ .061		
			15-25 day delivery	26-35 day delivery	36-49 day delivery	
		WD	\$ .034	\$ .034	\$ .034	
		WD	\$ .034	\$ .034	\$ .034	
		WD	\$ .034	\$ .034	\$ .034	
		WD	\$ .034	\$ .034	\$ .034	

em o.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
	French cont.					
	(3) Delivery required within 50-75 calendar days.					
	<u>Quantity (words)</u>					
	52,000 - 100,000	WD	\$ .034	\$ .034		
	100,001 - 130,000	WD	\$ .034	\$ .034		
	(4) Delivery required within 76-90 calendar days.					
	<u>Quantity (words)</u>					
	130,000 - 250,000	WD	\$ .034	\$ .034		
	251,001 - 350,000	WD	\$ .034	\$ .034		
	350,001 - 575,000	WD	\$ .034	\$ .034		
	575,001 - 775,000	WD	\$ .034	\$ .034		
	775,001 - 925,000	WD	\$ .034	\$ .034		
	(5) English to French					
	Delivery required within 10-45 days.					
	5200 words or less	WD	\$ .068	\$ .068		
	Subtotal - FRENCH					\$ 1.397
	(b) <u>SPANISH (to English)</u>					
	(1) Delivery required within 3-14 calendar days (Priority Jobs).					
	<u>Quantity (words)</u>					
	1,000 or less	WD	\$ .068	\$ .053		
	1,001 - 26,000	WD	\$ .076	\$ .061		
	26,001 - 52,000	WD	\$ .095	\$ .068		

## CONTINUATION SHEET

ame of Offeror or Contractor

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Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
	Spanish cont.					
			P E R W O R D			
(2)	Delivery required within 15-49 calendar days.		15-25 day delivery	26-35 day del.	36-49 day delivery	
	<u>Quantity (words)</u>					
	1,000 - 26,000	WD	\$ .038	\$ .038	\$ .038	
	26,001 - 52,000	WD	\$ .038	\$ .038	\$ .038	
	52,001 - 100,000	WD	\$ .038	\$ .038	\$ .038	
	100,001 - 130,000	WD	\$ .038	\$ .038	\$ .038	
(3)	Delivery required within 50-75 calendar days.		50-65 day delivery	66-75 day delivery	N/A	
	<u>Quantity (words)</u>					
	52,000 - 100,000	WD	\$ .038	\$ .038		
	100,001 - 130,000	WD	\$ .038	\$ .038		
(4)	Delivery required within 76-90 calendar days.		76-85 day delivery	86-90 day delivery	N/A	
	<u>Quantity (words)</u>					
	130,000 - 250,000	WD	\$ .038	\$ .038		
	251,001 - 350,000	WD	\$ .038	\$ .038		
	350,001 - 575,000	WD	\$ .038	\$ .038		
	575,001 - 775,000	WD	\$ .038	\$ .038		
	775,001 - 925,000	WD	\$ .038	\$ .038		
(5)	English to Spanish	WD	10-25 day delivery	26-45 day delivery	N/A	
	Delivery required within 10-45 days.					
	5200 words or less	WD	\$ .076	\$ .076		
	Subtotal - SPANISH					\$ 1.561

Item No.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
(c)	ITALIAN (to English)			P E R W O R D		
(1)	Delivery required within 3-14 calendar days (Priority Jobs).		3-7 day delivery	8-14 day delivery	N/A	
	<u>Quantity (words)</u>					
	1,000 or less	WD	\$ .068	\$ .053		
	1,001 - 26,000	WD	\$ .076	\$ .061		
	26,001 - 52,000	WD	\$ .095	\$ .068		
(2)	Delivery required within 15-49 calendar days.		15-25 day delivery	26-35 day del.	36-49 day delivery	
	<u>Quantity (words)</u>					
	1,000 - 26,000	WD	\$ .038	\$ .038	\$ .038	
	26,001 - 52,000	WD	\$ .038	\$ .038	\$ .038	
	52,001 - 100,000	WD	\$ .038	\$ .038	\$ .038	
	100,001 - 130,000	WD	\$ .038	\$ .038	\$ .038	
(3)	Delivery required within 50-75 calendar days.		50-65 day delivery	66-75 day delivery	N/A	
	<u>Quantity (words)</u>					
	52,000 - 100,000	WD	\$ .038	\$ .038		
	100,001 - 130,000	WD	\$ .038	\$ .038		
(4)	Delivery required within 76-90 calendar days.		76-85 day delivery	86-90 day delivery	N/A	
	<u>Quantity (words)</u>					
	130,000 - 250,000	WD	\$ .038	\$ .038		
	251,001 - 350,000	WD	\$ .038	\$ .038		
	350,001 - 575,000	WD	\$ .038	\$ .038		
	575,001 - 775,000	WD	\$ .038	\$ .038		
	775,001 - 925,000	WD	\$ .038	\$ .038		

Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
(c) Italian cont.					
(5) English to Italian Delivery required within 10-45 days. 5200 words or less	WD	PER WORD 10-25 day delivery	26-45 day delivery	N/A	
	WD	\$ .076	\$ .076		
Subtotal - ITALIAN					\$ 1.561
(d) Paste ups: Complex graphs, charts, tables, etc. (Attachments 17-19)  Full page 277 pages  Half page or less 278 pages	ea	\$6.00			
	ea	\$ 3.00			
LOT 2 - ROMANCE LANGUAGES TOTAL AMOUNT					\$4.519
ESTIMATED TOTAL - TWO YEAR REQUIREMENT - - - - -					\$86,392.00



cm o.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
B.3	<p><u>ORIENTAL LANGUAGES (Lot 3)</u></p> <p>The unpredictable nature of events and new research developments reaching final stage in the nuclear industry, make it very difficult to determine precise estimates. Based on past experience we are providing a range rather than one base amount for the estimated annual workload.</p> <p>The contractor must be capable of handling translations as small as 1,000 words in three calendar days and as large as 745,000 words in 76-90 calendar days.</p> <p>The estimated workload for the year is approximately 745,000 words for Oriental Languages.</p> <p>The contractor shall provide translation services for the following languages within the delivery schedules reflected below:</p> <p>(a) <u>CHINESE (to English)</u></p> <p>(1) Delivery required within 3-14 calendar days (Priority Jobs).</p> <p><u>Quantity (words)</u></p> <p>1,000 or less</p> <p>1,001 - 26,000</p> <p>26,001 - 52,000</p> <p>(2) Delivery required within 15-49 calendar days.</p> <p><u>Quantity (words)</u></p> <p>1,000 - 26,000</p> <p>26,001 - 52,000</p> <p>52,001 - 100,000</p> <p>100,001 - 130,000</p>			PER WORD		
			3-7 day delivery	8-14 day delivery	N/A	
		WD	\$ .081	\$ .063		
		WD	\$ .090	\$ .072		
		WD	\$ .113	\$ .081		
			15-25 day delivery	26-35 day delivery	36-49 day delivery	
		WD	\$ .045	\$ .045	\$ .045	
		WD	\$ .045	\$ .045	\$ .045	
		WD	\$ .045	\$ .045	\$ .045	
		WD	\$ .045	\$ .045	\$ .045	

Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
(a) Chinese cont.					
(3) Delivery required within 50-75 calendar days.		P E R W O R D			
		50-65 day delivery	66-75 day delivery	N/A	
Quantity (words)					
52,000 - 100,000	WD	\$ .045	\$ .045		
100,001 - 130,000	WD	\$ .045	\$ .045		
(4) Delivery required within 76-90 calendar days.		76-85 day delivery	86-90 day delivery	N/A	
Quantity (words)					
130,000 - 250,000	WD	\$ .045	\$ .045		
251,001 - 350,000	WD	\$ .045	\$ .045		
350,001 - 575,000	WD	\$ .045	\$ .045		
575,001 - 745,000	WD	\$ .045	\$ .045		
(5) English to Chinese		10-25 day delivery	26-45 day delivery	N/A	
Delivery required within 10-45 days.	WD				
5200 words or less	WD	\$ .090	\$ .090		
Subtotal - CHINESE					\$1.7595
(b) JAPANESE (to English)					
(1) Delivery required within 3-14 calendar days (Priority Jobs).		3-7 day delivery	8-14 day delivery	N/A	
Quantity (words)					
1,000 or less	WD	\$ .081	\$ .063		
1,001 - 26,000	WD	\$ .090	\$ .072		
26,001 - 52,000	WD	\$ .113	\$ .081		

CONTINUATION SHEET

Offeror or Contractor

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Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
(b) Japanese cont.					
		P E R W O R D			
(2) Delivery required within 15-49 calendar days.		15-25 day delivery	26-35 day del.	36-49 day delivery	
Quantity (words)					
1,000 - 26,000	WD	\$ .045	\$ .045	\$ .045	
26,001 - 52,000	WD	\$ .045	\$ .045	\$ .045	
52,001 - 100,000	WD	\$ .045	\$ .045	\$ .045	
100,001 - 130,000	WD	\$ .045	\$ .045	\$ .045	
(3) Delivery required within 50-75 calendar days.		50-65 day delivery	66-75 day delivery	N/A	
Quantity (words)					
52,000 - 100,000	WD	\$ .045	\$ .045		
100,001 - 130,000	WD	\$ .045	\$ .045		
(4) Delivery required within 76-90 calendar days.		76-85 day delivery	86-90 day delivery	N/A	
Quantity (words)					
130,000 - 250,000	WD	\$ .045	\$ .045		
251,001 - 350,000	WD	\$ .045	\$ .045		
350,001 - 575,000	WD	\$ .045	\$ .045		
575,001 - 745,000	WD	\$ .045	\$ .045		
(5) English to Japanese		10-25 day delivery	26-45 day delivery	N/A	
Delivery required within 10-45 days.					
5200 words or less	WD	\$ .090	\$ .090		
Subtotal - JAPANESE					\$ 1.7595

Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
B,3- Oriental Languages cont.					
(c) <u>Paste ups</u> : Complex graphs, charts, tables, etc. (Attachments 17-19)					
Full page 179 pages	ea	\$6.00			
Half page or less 179 pages	ea	\$3.00			
LOT 3 - ORIENTAL LANGUAGES TOTAL AMOUNT					\$ 3.519
ESTIMATED TOTAL - TWO YEAR REQUIREMENT - - - - -					\$85,172.00

e of Offeror or Contractor

em o.	Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amou
B.4	<p><u>CYRILLIC LANGUAGES (Lot 4)</u></p> <p>The unpredictable nature of events and new research developments reaching final stage in the nuclear industry, make it very difficult to determine precise estimates.</p> <p>The contractor must be capable of handling translations as small as 1,000 words in three calendar days and as large as 26,000 words in 15-49 calendar days.</p> <p>The estimated workload for the year is 26,000 words for Cyrillic language documents.</p> <p>The Contractor shall provide translation services for the following language within the delivery schedules reflected below:</p> <p>(a) <u>CYRILLIC (to English)</u></p> <p>(1) Delivery required within 3-14 calendar days (Priority Jobs).</p> <p><u>Quantity (words)</u></p> <p>1,000 or less</p> <p>1,001 - 26,000</p> <p>(2) Delivery required within 15-49 calendar days.</p> <p><u>Quantity (words)</u></p> <p>1,000 - 26,000</p> <p>(3) English to Cyrillic</p> <p>Delivery required within 10-45 days.</p> <p>5,200 words or less</p> <p>SUBTOTAL - CYRILLIC</p>			PER WORD		
			3-7 day delivery	8-14 day delivery	N/A	
		WD	\$ .072	\$ .056		
		WD	\$ .080	\$ .064		
			15-25 day delivery	26-35 day delivery	36-49 day delivery	
		WD	\$ .040	\$ .040	\$ .040	
			10-25 day delivery	26-45 day delivery	N/A	
		WD	\$ .080	\$ .080		
						\$ .552



Supplies/Services/Quantity	Unit	Unit Price	Unit Price	Unit Price	Amount
Cyrillic cont.					
(b) <u>Paste ups</u> : - Complex graphs, charts, tables, etc. (Attachments 17-19)					
Full page 5 pages	ea	\$6.00			
Half page or less 5 pages	ea	\$3.00			
LOT 4 - CYRILLIC LANGUAGES TOTAL AMOUNT					\$ .552
ESTIMATED TOTAL - TWO YEAR REQUIREMENT - - - - -					\$3,262.00
CUMULATIVE ESTIMATED TOTAL - - - - -					\$230,716.00
(TWO YEAR REQUIREMENT)					

### B.5 Remittance Address

If item 15c. of the Standard Form 33 has been checked, the offeror shall enter the remittance address below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Section C - Description/Specifications/Work Statement

#### C.1 Statement of Work

##### C.1.1 Background

The Nuclear Regulatory Commission (NRC) requires translation services to fulfill its contracts and agreements with 22 foreign countries currently holding 5-year Regulatory and Safety Research Arrangements (an additional 6 countries' are currently under negotiation for membership). These 22 foreign countries are members of a Bilateral and Multilateral Cooperative Program with the NRC for the international exchange of nuclear research and technology.

##### C.1.2 Contract Objectives

The purpose of this contract 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 22 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, Afro-Asian, and Cyrillic.

##### C.1.3 Scope of Work

The contractor shall furnish translation services for reports and other related material provided by the Nuclear Regulatory Commission when issued by a formal Work Order. Translations shall be accomplished by experienced translators with the capabilities of translating texts involving the following disciplines: physics, nuclear engineering, power transmissions, geology, hydrology, nuclear physics, thermohydraulics, plant thermalhydraulics, structural engineering, risk analysis, and radiology of nuclear power plants. Translations required may consist of nuclear power plant 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.

C.1.4 Specification

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

- A. ABBREVIATIONS, SIGNS, AND SYMBOLS: Use of conventional English abbreviations are required. (See U.S. Government Printing Office Style Manual. Washington, D.C.: Government Printing Office, 1984)
- B. ABSTRACT: If a translated abstract is provided with the original 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. The contractor shall be reimbursed at the same per word rate utilized as if it were being translated from one language to another.
- C. ACRONYMS AND INITIALISMS: The contractor shall refer to NRC publication "A Handbook of Acronyms and Initialisms," NUREG 0554 (available from NRC) when questions arise in translation. If acronyms and initialisms are not in the Handbook, the translator should insert foreign acronym or initialisms in the translation just as it appears in the foreign document. Also see NUREG-0770, Glossary of Terms. Additional references will be supplied 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; Author(s); Translated Name and Address of Corporate Author; Untranslated 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.

Translation covers incorrectly completed or with missing information shall be returned for correction by the translator at no additional cost to the NRC. (Sample attached as Attachment 7).

- E. EQUATIONS: The contractor shall provide legible, accurate mathematical elements and equations.

Mathematical elements within the text shall be retyped, not handwritten (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. Mathematical equations found between lines of text, if not of reproducible quality, shall be retyped at no additional cost to the NRC.

- F. FORMAT: The contractor shall follow the format of the original foreign-language document (except when the foreign document has a justified, double-column format).

The contractor is 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 or generics shall not be translated. Style of headings and text in the original document shall be followed.

- G. GRAPHS, FIGURES: Figures, equations, charts, drawings, graphs, etc., shall appear in the translation as placed in the original documents and shall not exceed the 8½ x 11" paper limit. Some tables, figures, equations, etc., will need to be reduced or blown up for clarity to meet the NRC specifications. Foldouts must not exceed 8 x 14". (See Attachment 15A/B and 19)

NRC will provide best available copy of foreign language document to contractor.

Figures shall be translated completely (i.e., will not show original language plus English). Page numbers for full-page figures shall appear in the same position as those of the text. If figures appear in English in the foreign document, the contractor shall mount the figure, as is, in translation and assign a page number. In-text figures shall be placed in approximately the same location as in the foreign document. Figure captions (figure number and title) shall follow the format and placement of the original foreign document (see Attachments 8 and 9). Some charts, graphs or tables may contain descriptive text (words) appearing throughout the illustration. The English translation is to be placed directly on top of the foreign word. In other words, the English translation should appear in place of the foreign words and is not to be placed on a separate page.

- H. NRC TRANSLATION NUMBER: NRC translation number (NRC Translation XXXX) must appear on the cover in the upper right-hand corner. If the translation is proprietary, the word PROPRIETARY should appear under the NRC translation number in capital letters and underlined. The NRC translation number will be assigned by the NRC Project Officer.
- I. PAGE FORMAT: A translated page shall consist of an 8½ x 11" sheet of paper, typed, space and one-half with 1-inch margins on all four sides of the Page: right, left, top and bottom. Ten (10) inch or twelve (12) inch size type shall be used. Style of type may vary. (See Attachments 11 and 12).



- J. PAPER: Translations shall be typed on plain white general bond 20 pound weight paper only. The contractor's letterhead and copies on onionskin 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 Attachments 13 and 14).
- 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 the English translation of its name. (For example: Kernforschungszentrum Karlsruhe translates to Karlsruhe Nuclear Research Center, but the abbreviation for the organization should 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 will be referred to the contract 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 follow the format of the original foreign document. Tables shall be translated completely (i.e., shall not show original language plus English). The contractor shall not cover over more of the lines in the table than is necessary to insert the English translation. Page numbers for full-page tables shall appear in the same position as those of the text. (See Attachment 16-16A). It may be necessary to retype the table or secure an enlargement to meet this requirement.
- P. TYPING: The contractor shall be responsible for providing legible, error-free camera-ready copy. 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 only on front of each page (one side only). Each page shall be numbered consecutively at the bottom of the page in the center, below the margin. Page number 1 shall follow the standard cover or Table of Contents if applicable. All translations shall be typed and submitted in space and one-half, in type size ten (10) inch or twelve (12) inch. Style may vary. (See Attachment 12A/B)



C.1.5 Definition of Terms

Graph - For purposes of this contract, a graph is a written symbol, i.e., chart, table, figure, picture, or graphic illustration with a legend appearing on the same page. (See Attachments 15, 17, 18 and 19).

C.1.6 Issuance of Work Orders

Work Order Form: A Work Order Form (see Attachment 7) 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 contract. The contractor shall complete Item 13, Cost Data, and return the original copy to NRC/TIDC.

Sensitive and Proprietary Data: Sensitive and proprietary translations shall contain a yellow proprietary security cover (NRC Form 190). This form shall be returned to NRC together with the foreign document and the English translation at time of delivery.

Schedule: Each work order shall include delivery times for translations. Translations shall vary from a 3-14 calendar day turnaround time for an urgent translation and 15-90 calendar day turnaround time for a regularly scheduled translation.

NRC Issuance of Work:

- (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., common courier, express mail, ordinary mail, etc.) as requested by the contractor. 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 of 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, they should inform the Project Officer of their 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  
Publishing and Translations Section  
Policy and Publications Management Branch, TIDC  
Attn: Ms. Susan Szulman, Room 539  
8120 Woodmont Avenue  
Bethesda, MD 20814

## Section D - Packaging and Marking

### D.1 Packaging and Marking

1. All material to be delivered under this contract shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packaging shall be accomplished in such a manner as to insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the regulations of the carrier as applicable to the mode of transportation.
2. All packages shall be clearly marked with the Work Order number and content such as: "TRANSLATION."

## Section E - Inspection and Acceptance

### E.1 Place of Inspection and Acceptance

1. All inspection, acceptance, and rejection decisions shall be made by the Project Officer or his/her duly authorized representative.
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.1 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 transactions shall not be made nor payment authorized until all materials are returned to the Project Officer.

## E.2 Acceptance and Rejection of Translations

### Acceptance Criteria:

The Project Officer shall only accept those translations which meet the following criteria:

- (a) Where errors attributable to the contractor's performance appear in the typed manuscript (i.e., those which change or obscure the meaning of the document, but not including typographical errors or misspelling, if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for "the," etc.) in excess of one (1) error per 100 words, the Commission may demand and the contractor shall correct the errors and furnish corrected documents as described in E.3 Rejection of Deliverables below.
- (b) Standard cover form with all the listed items complete;
- (c) Camera-ready copy shall be 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.

## E.3 Review and Acceptance/Rejection of Deliverables

- (a) Upon receipt of each deliverable item, the Project Officer, or his/her authorized representative shall review it for compliance with the specifications contained herein. The Project Officer 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 shall notify the contractor by telephone, and confirm 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 at his/her expense and the Government shall receive the corrected translations 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 herein 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.

## Section F - Deliveries and Performance

### F.1 Place of Delivery

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

U.S. Nuclear Regulatory Commission  
Publishing and Translations Section  
Policy and Publications Management Branch, TIDC  
Attn: Ms. Susan Szulman, Room 539  
8120 Woodmont Avenue  
Bethesda, MD 20814

### F.2 Time of Delivery

- (a) Each Work Order issued under this contract shall specify a delivery schedule for the translation and will fall within one of the following categories:
- A) Delivery within 3 to 14 calendar days;
  - B) Delivery within 15 to 49 calendar days;
  - C) Delivery within 50 to 75 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 on that day. For example, a seven calendar day delivery schedule deadline shall be the following day or the eighth day at 12:00 noon. For a delivery schedule of 21 calendar days, the following day or the 22nd day at 12:00 noon shall be the 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 days.

### F.3 PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on the effective date and end two (2) years thereafter. Work Orders issued under the contract during this period of performance and not completed within that time shall be completed by the contractor within the time specified in each order. The rights and obligations of the Government and the contractor under those orders shall be governed by the terms and conditions of this contract even if not completed during the effective period of this contract.



F.4 FAR Citations

Section G - Contract Administration Data

G.1 The Total Amount of the Contract - Ceiling

The total ceiling amount for performing the work under this contract is \$ \* . The amount initially obligated for such performance is \$ \* . The obligational ceiling specified above may be increased by the Contracting Officer at his/her discretion from time to time by written notice to the contractor. When and if the amount(s) paid and payable to the contractor hereunder shall equal the ceiling, the contractor shall be excused from further performance of the work (except to meet existing commitments and liabilities) unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. If and to the extent that such ceiling has been increased, any costs incurred by the contractor in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling.

G.2 Technical Direction

- (a) Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.3 of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
  - (2) Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
  - (3) Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the general scope of the contract.
  - (2) Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."

\* To be included into resultant 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.
- (c) ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

- (d) Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance, and may even result in the Contractor expending funds for unallowable costs under the contract.
- (e) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

### G.3

#### Project Officer

- (a) The individual(s) listed in "B" below is (are) hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and

assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by Contractors and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

B. Name and Mail Code: \*

Office Address: \*

Telephone Number: \*

G.4

Payment Due Date

(a) Payments under this contract will be due 30 calendar days after the following:

- (1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555

or

- (2) The date the translations are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance shall be deemed to occur not later than 7, 14, or 30 calendar days after the date of delivery of these supplies in accordance with the terms of the contract. (See Section E.3).

\* To be incorporated into any resultant contract

- (c) If the translations are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

## G.5

Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (a) Name of the business concern and invoice date.
- (b) Contract number and translation number or other authorization for delivery of property or services.
- (c) Description price and quantity of property and services actually delivered or rendered.
- (d) Shipping and payment terms.
- (e) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (f) Other substantiating documentation or information as required by the contract.
- (g) The contractor shall deduct from the invoice any costs incurred by the Government, in forwarding work orders to the contractor.

## G.6

Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:

- (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
- (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

## Section H - Special Contract Requirements

### H.1 Notification of Inability to Meet Work Order Requirements

- (a) If upon receipt of a work order, the contractor determines that he/she is unable to perform the required services or meet the scheduled delivery time, the NRC Project Officer and the Contracting Officer shall be notified of that fact, in writing, within five (5) working days. The Government may acquire the services of a substitute translation firm for completion of the work order, and the contractor shall reimburse the Government for any extra expense incurred on account thereof. The Government may deduct such expenses from any sum otherwise due the contractor.

Nothing in this section shall be construed to abrogate the performance requirements of this contract or to permit the contractor or his representative to fail to perform or to delay in performing any duties or responsibilities under this contract. Failure to furnish translating service or delinquency in the delivery of a translation is a default, and subjects the contractor to the default provision of this contract (Contract Clause 52.249-8, default (fixed price supply and service)).

### H.2 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

### H.3 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.



#### H.4 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

#### 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 privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. 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 other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct 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.

#### H.6 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (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 herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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 41 CFR 20-1.5402(a).

(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 shall 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 for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

(1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

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

(ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or
  - (iv) release the information without prior written approval by the Contracting Officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The Contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

## H.7

Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Office to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

- (1) Name and address of organization
  - (2) Contact person and telephone number
  - (3) Name and address of financial institution
  - (4) Financial institution's 9-digit ABA identifying number for routing transfer of funds
  - (5) Telegraphic abbreviation of financial institution
  - (6) Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
  - (7) Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
  - (8) Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
  - (9) Telegraphic abbreviation of correspondent financial institution
  - (10) Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (L) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.
- H.8 Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number date attached hereto as Attachment number \*.

H.9 Estimated Requirements

The estimated requirements listed in Section B. of this solicitation are estimates of the amount of work which may be required and ordered hereunder. If such requirements fail to materialize, such failure shall not constitute grounds for equitable adjustment hereunder. The amount of service to be performed will depend entirely upon the Commission's requirements for the service described herein, and the Commission will be obligated to pay only for services so ordered and satisfactorily performed.

\* To be included into resultant contract.

H.10

Extraordinary/Complex Jobs

The NRC shall 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 for Romance languages (Lot 2), more than 745,000 words for Oriental languages and more than 26,000 words for Cyrillic languages (Lot 4).

## PART II - CONTRACT CLAUSES

## Section I - Contract Clauses

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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

## Section E

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984)

## Section F

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## Section I

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## 52.222-3 CONVICT LABOR. (APR 1984)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
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## 52.222-26 EQUAL OPPORTUNITY. (APR 1984)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA  
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## 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE  
ADJUSTMENT. (APR 1984)

## 52.223-2 CLEAN AIR AND WATER. (APR 1984)

## 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

## 52.232-1 PAYMENTS. (APR 1984)

## 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (APR 1984)



## FPR TEMP. REG 76 SERVICE CONTRACT ACT

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraph of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150).

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0159).

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).



(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.



(2) The following statement is included in contract pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

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Employee Class

Monetary  
wage-fringe  
benefits

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(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an

approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however; that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized.

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of the clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, the employees or their representatives.

(FPR Temporary Regulation 76)

52.233-3 PROTEST AFTER AWARD (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs

allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

- 52.232-17 INTEREST. (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- 52.233-1 DISPUTES. (APR 1984)
- 52.243-1 CHANGES--FIXED-PRICE. (APR 1984)--Alternate II. (APR 1984)
- 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS). (APR 1984)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE).  
(APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
- 52.249-14 EXCUSABLE DELAYS. (APR 1984)



## PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3211, "Handling and Disposition of Foreign Documents and Translations"
4	Standard Form 1411 with Instructions (Withdrawn)
5	Billing Instructions
6	Sample Work Order
7	Sample Translation Cover
8	Sample Figure (Foreign)
9	Sample Figure (English)
10	Sample Page (Foreign)
11	Sample Translated Page Format - 12 Pitch
12	Sample Translated Page Format - 10 Pitch
13	Sample Photographs (Foreign)
14	Sample Photographs Translated
15/15A	Sample Foreign and Translated Graph
16/16A	Sample Foreign and English Tables
17	Sample Graph (Foreign)
18	Sample Graph (English)
19	Sample Graph (English)
20(a)	Sample German Report
20(b)	Sample French Report
20(c)	Sample Spanish Report
20(d)	Sample Japanese Report
20(e)	Sample Russian Report