

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1 REQUISITION NO Dated 5-31-2002
 RES-02-068
 PAGE 1 OF 21

2 CONTRACT NO NRC-04-02-068
 3 AWARD/EFFECTIVE DATE 09-18-2002
 4 ORDER NO
 5 SOLICITATION NO RES-02-068
 6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL
 a NAME Donald King
 b TELEPHONE NO (No Collect Calls) 301-415-6731
 8 OFFER DUE DATE/LOCAL TIME

9 ISSUED BY U.S. Nuclear Regulatory Commission
 Div of Contracts/CMC#1
 Two White Flint North - MS T-7-I-2
 Washington, DC 20555-0001
 CODE
 10 THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE 0 % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS 511210
 SIZE STANDARD \$21.0 million
 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12 DISCOUNT TERMS N/A
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b RATING N/A
 14 METHOD OF SOLICITATION
 RFQ IFB RFP

5 DELIVER TO U.S. Nuclear Regulatory Commission
 Washington DC 20555-0001
 CODE
 16 ADMINISTERED BY U.S. Nuclear Regulatory Commission
 Div of Contracts/CMC#1
 Two White Flint North - MS T-7-I-2
 Washington, DC 20555-0001
 CODE

7a CONTRACTOR/OFFEROR FLUENT, Incorporated
 10 Cavendish Court
 Centerra Resource Park
 Lebanon, New Hampshire, 03766-1422
 POC: Shane Moeykens, Ph. D.
 FACILITY CODE
 18a PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission
 Payment Team, Mail Stop T-9-H-4
 Attn: (NRC-04-02-068)
 Washington DC 20555-0001
 CODE
 TELEPHONE NO (603) 643-2600 ext.528

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

| 19 ITEM NO | 20 SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22 UNIT | 23 UNIT PRICE | 24 AMOUNT |
|------------|---|-------------|---------|---------------|-----------|
| | See the attached continuation pages This is a firm-fixed-price contract with economic price adjustments. The period of performance is from date of award through December 15, 2002. The U. S. Nuclear Regulatory Commission accepts FLUENT, Inc.'s proposal dated 8/14/2002 and 9/4/2002, as amended on 9/5/2002, 9/16/02, which is hereby incorporated into and made a part of this contract. TIN:02-0427355 | | | | |

5 ACCOUNTING AND APPROPRIATION DATA
 B&R:26015110160, JOB CODE:Y6632, BOC: 252A
 APPN. NO.:31X0200.260, OBLIGATE: \$111,907
 26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$111,907.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212 3 AND 52.212 5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN
 29 AWARD OF CONTRACT REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR PETER L. CHRISTIE
 CHIEF FINANCIAL OFFICER
 30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c DATE SIGNED 9/19/02
 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 Donald A. King
 31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Donald A. King
 Contracting Officer
 31c DATE SIGNED 9/17/02

TEMPLATE-ADM001

ADM02

Table of Contents

| | Page |
|--|------------|
| SECTION B - CONTINUATION BLOCK | B-1 |
| B.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS | B-1 |
| B.2 CONSIDERATION AND OBLIGATION | B-4 |
| B.3 DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK FLUENT CFD SOFTWARE | B-5 |
| B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987) | B-6 |
| SECTION C - CONTRACT CLAUSES | C-1 |
| C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) | C-1 |
| C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) | C-1 |
| C.3 52.216-19 ORDER LIMITATIONS (OCT 1995) | C-4 |
| C.4 52.216-21 REQUIREMENTS (OCT 1995) | C-4 |
| C.5 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) | C-5 |
| C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) | C-5 |
| C.7 YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS. | C-5 |
| C.8 SEAT BELTS | C-6 |
| C.9 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2 | C-6 |
| C.10 52.216-3 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (JAN 1997) | C-6 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | D-1 |
| D.1 LIST OF ATTACHMENTS | D-1 |

NRC-04-02-068 SECTION B

CONTINUATION PAGE

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

1 PROJECT TITLE

The title of this project is as follows:

FLUENT CFD Software

2. BRIEF DESCRIPTION OF WORK

a) Brief description of work:

The U.S. Nuclear Regulatory Commission requires contractor support to provide: (1) lease of serial and parallel licenses; (2) perpetual licenses; and (3) maintenance; for the Office of Nuclear Regulatory Research (RES).

(b) 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 required work hereunder.

3. SCHEDULE

The Contractor shall provide license and maintenance support services to NRC in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the contract period of performance at the rates as set forth below.

NRC-04-02-068 SECTION B

SCHEDULE OF SERVICES

I. BASE PERIOD (Date of contract award through December 14, 2002)

| CLIN | Categories FLUENT License | Estimated Quantity | Fixed Price | Total Amount |
|-------------------|------------------------------|-----------------------|----------------|-----------------|
| 0001 | Serial Process Perpetual | [REDACTED] | [REDACTED] | \$33,210 |
| 0002 | Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$63,017 |
| 0003 | Serial Process Annual | [REDACTED] | [REDACTED] | \$10,855 |
| 0004 | Parallel Process Annual | [REDACTED] | [REDACTED] | \$ 4,825 |
| | Total Base Period | | | |
| TOTAL BASE PERIOD | | | | \$111,907 |

II. OPTION PERIOD ONE (December 15, 2002 through December 14, 2003)

| CLIN | Categories FLUENT License | Estimated Quantity | Fixed Price | Total Amount |
|-------------------------|---------------------------------------|-----------------------|----------------|-----------------|
| 0005 | Maintain Serial Process Perpetual | [REDACTED] | [REDACTED] | \$17,850 |
| 0006 | Maintain Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$20,073 |
| 0007 | Serial Process Perpetual | [REDACTED] | [REDACTED] | \$63,840 |
| 0008 | Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$49,920 |
| | Optional Purchases | | | |
| 0009 | Serial Process Annual Lease | [REDACTED] | [REDACTED] | \$35,840 |
| 0010 | Parallel Process Annual Lease | [REDACTED] | [REDACTED] | \$11,120 |
| TOTAL OPTION PERIOD ONE | | | | \$198,643 |

III. OPTION PERIOD TWO (December 15, 2003 through December 14, 2004)

| CLIN | Categories FLUENT License | Estimated Quantity | Est. Fixed Price | Total Amount |
|-------------------------|---------------------------------------|-----------------------|------------------------|-----------------|
| 0011 | Maintain Serial Process Perpetual | [REDACTED] | [REDACTED] | \$30,138 |
| 0012 | Maintain Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$29,988 |
| | Optional Purchases | | | |
| 0013 | Serial Process Annual Lease | [REDACTED] | [REDACTED] | \$37,632 |
| 0014 | Parallel Process Annual Lease | [REDACTED] | [REDACTED] | \$11,676 |
| TOTAL OPTION PERIOD TWO | | | | \$109,434 |

NRC-04-02-068 SECTION B

IV. OPTION PERIOD THREE (December 15, 2004 through December 14, 2005)

| CLIN | Categories FLUENT License | Estimated Quantity | Est. Fixed Price | Total Amount |
|---------------------------|---------------------------------------|-----------------------|------------------------|-----------------|
| 0015 | Maintain Serial Process Perpetual | [REDACTED] | [REDACTED] | \$31,664 |
| 0016 | Maintain Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$31,487 |
| | Optional Purchases | | | |
| 0017 | Serial Process Annual Lease | [REDACTED] | [REDACTED] | \$39,514 |
| 0018 | Parallel Process Annual Lease | [REDACTED] | [REDACTED] | \$12,260 |
| TOTAL OPTION PERIOD THREE | | | | \$114,925 |

V. OPTION PERIOD FOUR (December 15, 2005 through December 14, 2006)

| CLIN | Categories FLUENT License | Estimated Quantity | Est. Fixed Price | Total Amount |
|--------------------------|---------------------------------------|-----------------------|------------------------|-----------------|
| 0019 | Maintain Serial Process Perpetual | [REDACTED] | [REDACTED] | \$33,226 |
| 0020 | Maintain Parallel Processes Perpetual | [REDACTED] | [REDACTED] | \$33,061 |
| | Optional Purchases | | | |
| 0021 | Serial Process Annual Lease | [REDACTED] | [REDACTED] | \$41,490 |
| 0022 | Parallel Process Annual Lease | [REDACTED] | [REDACTED] | \$12,873 |
| TOTAL OPTION PERIOD FOUR | | | | \$120,650 |
| TOTAL ALL PERIODS | | | | \$655,559 |

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work," shall include all cost deemed necessary by the offeror.

NRC-04-02-068 SECTION B

B.2 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract(ceiling) for theproducts/services ordered, delivered, and accepted under this contract is \$111,907. 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 amount presently obligated with respect to this contract is \$111,907. 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.

B.3 DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK FLUENT CFD Software

BACKGROUND

The FLUENT computational fluid dynamics code (CFD) has been in continuous use by the U. S. Nuclear Regulatory Commission (NRC), Office of Nuclear Regulatory Research (RES) since 1997. RES has used FLUENT to predict mixed convection, boron mixing, and pressurized thermal shock. RES has used FLUENT to support user offices in evaluation of licensee submittals, decommissioning rulemaking activities, and the steam generator action plan. Its use is expected to be needed for advanced reactor research. Continued use of FLUENT is a key component of the RES High Performance Computing Plan.

RES presently leases 1 serial and 12 parallel process licenses for FLUENT on a yearly basis. One person in RES has utilized this resource for over three years. Recently, two RES staff members have been hired to perform CFD analysis. Additional FLUENT licenses are needed now and a perpetual licensing agreement is sought which will reduce long term costs for the use of the FLUENT code. The increase in FLUENT licenses and the conversion to a perpetual license will be spread over a two fiscal year period as outlined below. Beyond 2 years, a maintenance fee will be required to keep the code up to date and for unlimited technical support from FLUENT Inc. In addition, a lease of additional licenses on a yearly basis will be required for specific project support.

OBJECTIVE

The NRC's objective for this contract is to:

- a. increase FLUENT licenses by obtaining serial and parallel licenses;
- b. obtain perpetual license agreements;
- c. obtain FLUENT software maintenance.

SCOPE OF WORK

Major tasks associated with this SOW include:

- FY02 - Convert the current annually renewable license of one serial plus 12 parallel processes under DR-02-0049 to a perpetual license.
- Purchase annual lease of 4 serial and 16 parallel licenses
- FY03 - Maintain perpetual license on 3 serial and 12 parallel licenses
- Convert 2 serial and 8 parallel licenses to a perpetual license
 - Purchase annual lease of up to 4 serial and 20 parallel licenses
 - Adjust anniversary date to December to coincide with other NRC license (NRR key)

- FY04 - Maintain perpetual license on 5 serial and 20 parallel licenses
- Purchase annual lease of up to 4 serial and 20 parallel licenses

- FY05 - Maintain perpetual license on 5 serial and 20 parallel licenses
- Purchase annual lease of up to 4 serial and 20 parallel licenses

- FY06 - Maintain perpetual license on 5 serial and 20 parallel licenses
- Purchase annual lease of up to 4 serial and 20 parallel licenses

Technical Direction

Gilbert Millman, 301-415-5843, is the Project Officer for this contract. Christopher Boyd, 301-415-0244, is the Technical Monitor.

Reporting Requirements

None are anticipated.

Travel

None anticipated.

**B.4 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on the date of award and will expire on December 14, 2002. The term of this contract may be extended at the option of the Government for an additional five (5) one-year periods.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

NRC.GOV

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

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

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L.

103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

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

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

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended(41 U.S.C. 351, et seq.)

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

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

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793),

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than n/a, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of n/a;

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

(3) A series of orders from the same ordering office within 7 days days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.4 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

the Schedule.

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

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

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

C.5 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed December 14, 2006.

C.7 YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology, when used in combination with the information technology being acquired, properly exchange date/time data with it, when used in accordance with the product documentation provided by the contractor. If the contract requires that the specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this

warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

Items: FLUENT (CFD)

C.8 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.9 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2

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

| | |
|-------------------|---|
| Name: | Gilbert Millman |
| Address: | U. S. Nuclear Regulatory Commission RES/PMPDAS (Mail Stop - T-10D5 Washington, D. C. 20555-0001 |
| Telephone Number: | (301) 415-5843 |

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.10 52.216-3 ECONOMIC PRICE ADJUSTMENT--SEMISTANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the supplies identified as line items 0001 through 0022 in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

| ATTACHMENT NUMBER | TITLE |
|-------------------|--|
| 1 | SF3881, Payment Information Form ACH Vendor Payment System |
| 2 | Billing Instructions for Fixed-Price Contracts |

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No 1510-J. 56
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC)

31000001

ACH FORMAT

CCD+

CTX

CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO

ADDRESS

CONTACT PERSON NAME

TELEPHONE NUMBER

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME

TELEPHONE NUMBER

()

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCK BOX NUMBER

ACH FORMAT

CHECKING

SAVINGS

LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL

TELEPHONE NUMBER

()

Instructions for Completing SF 3881 Form

1. Agency Information Section -- Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section -- Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section
3. Financial Institution Information Section -- Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of Information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

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

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

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

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

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

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

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

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

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

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

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

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

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

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396