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

1. REQUISITION NO.	BPA NO.
NMS-04-008	

CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO. / MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
NRC-02-04-008	03-22-2004		RS-NMS-04-008	March 18, 2004

FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Carolyn A. Cooper	(301) 415-6737	March 19, 2004

ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div of Contracts
Contract Management Center No. 1
11545 Rockville Pike, M/S T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [ ] SET ASIDE: 0 % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [ ] 8(A)

NAICS: 0
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [X] SEE SCHEDULE

12. DISCOUNT TERMS: Net 30 days

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Office of NMSS
ATTN: Mr. James Thomas
11545 Rockville Pike, M/S T-8-A-23
Washington DC 20555

16. ADMINISTRERED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div of Contracts
Contract Management Center No. 1
11545 Rockville Pike, M/S T-7-I-2
Washington, DC 20555

CONTRACTOR/OFFEROR CODE FACILITY CODE

AEA Technology Engineering Services, Inc.
DUNS: 072171671
ATTN: Mr. Paul Mason
241 Curry Hollow Road

Pittsburgh PA 15236
TELEPHONE NO. (724) 731-0074/(724) 731-0078

18a. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (NRC-02-04-008)

Washington DC 20555

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 Schedule of Items and Prices				

ACCOUNTING AND APPROPRIATION DATA
45015308270 J5483 252A 31X0200 OBLIGATE: $89,174.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only): $89,174.00

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 [X] ARE NOT ATTACHED

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:

SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Michael Kopec	Sharon D. Stewart
NAME AND TITLE OF SIGNER (TYPE OR PRINT): MICHAEL KOPEC, CFO	30c. DATE SIGNED: 3-29-04
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Sharon D. Stewart, Contracting Officer	31c. DATE SIGNED: 3/22/04

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

ADM002

Table of Contents Page

SECTION B - CONTINUATION BLOCK B-1

B.1 PROJECT TITLE B-1
B.2 BRIEF DESCRIPTION OF WORK B-1
B.3 SCHEDULE OF ITEMS AND PRICES B-1
B.4 BACKGROUND B-6
B.5 OBJECTIVE B-6
B.6 SCOPE OF WORK B-6
B.7 WORK REQUIREMENTS AND SCHEDULE B-6
B.8 MEETINGS AND TRAVEL B-7
B.9 PERIOD OF PERFORMANCE B-7
B.10 TECHNICAL DIRECTION AND GUIDANCE B-8

SECTION C - CONTRACT CLAUSES C-1

C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS C-1
C.2 2052.215-71 PROJECT OFFICER AUTHORITY C-1
C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) C-2
C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) C-3
C.5 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) C-6
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) C-6
C.7 SEAT BELTS C-7
C.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS C-7

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS D-1

SECTION B - CONTINUATION BLOCK

B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is $89,174.00..

B.2 PROJECT TITLE

"MONK AND MCBEND SOFTWARE LICENSE AND SUPPORT AGREEMENT"

B.3 BRIEF DESCRIPTION OF WORK

The contractor shall provide ten (10) one-year software licenses and support agreements for MONK, MCBEND, VISTA and VISAGE codes software, to include a 3 to 4 day training course on the MONK and MCBEND codes, on an as-needed basis.

B.4 SCHEDULE OF ITEMS AND PRICES

BASE YEAR

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE	[redacted]	[redacted]	[redacted]	$89,174
2	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE	[redacted]	Lot	$included	$included
3	User Support including ten (10) complete user manuals	[redacted]	Lot	$ included	$ included
4	Optional Training session on MONK and MCBEND	[redacted]	Each	[redacted]	$20,500
5	One Year License for Optional Users	[redacted]	Each	[redacted]	$4,728
	TOTAL BASE YEAR (excludes licenses for optional users and optional training session)				$89,174

OPTION YEAR ONE

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
6	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE	[redacted]	Lot	[redacted]	$91,403
7	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE	[redacted]	Lot	$ included	$ included
8	User Support including ten (10) complete user manuals	[redacted]	Lot	$ included	$ included
9	Optional Training session on MONK and MCBEND	[redacted]	Each	[redacted]	$21,013
10	One Year License for Optional Users	[redacted]	Each	[redacted]	$4,846
	TOTAL OPTION YEAR 1 (excludes licenses for optional users and optional training session)				$91,403

OPTION YEAR TWO

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
11	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE	[redacted]	Lot	[redacted]	$93,688
12	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE	[redacted]	Lot	$ included	$ included
13	User Support including ten (10) complete user manuals	[redacted]	Lot	$ included	$ included
14	Optional Training session on MONK and MCBEND	[redacted]	Each	[redacted]	$21,538
15	One Year License for Optional Users	[redacted]	Each	[redacted]	$4,967
	TOTAL OPTION YEAR 2 (excludes licenses for optional users and optional training session)				$93,688

OPTION YEAR THREE

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
16	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE	[redacted]	Lot	[redacted]	$96,031
17	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE	[redacted]	Lot	$ included	$ included
18	User Support including ten (10) complete user manuals	[redacted]	Lot	$ included	$ included
19	Optional Training session on MONK and MCBEND	[redacted]	Each	[redacted]	$22,076
20	One Year License for Optional Users	[redacted]	Each	[redacted]	$5,091
	TOTAL OPTION YEAR 3 (excludes licenses for optional users and optional training session)				$96,031

OPTION YEAR FOUR

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
21	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE	[redacted]	Lot	[redacted]	$98,431
22	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE	[redacted]	Lot	$ included	$ included
23	User Support including ten (10) complete user manuals	[redacted]	Lot	$ included	$ included
24	Optional Training session on MONK and MCBEND	[redacted]	Each	[redacted]	$22,628
25	One Year License for Optional Users	[redacted]	Each	[redacted]	$5,219
	TOTAL OPTION YEAR 4 (excludes licenses for optional users and optional training session)				$98,431

GRAND TOTAL BASE YEAR AND OPTION YEARS $468,727
(excludes licenses for optional users and optional training session)

B.5 BACKGROUND

The Office of Nuclear Material Safety and Safeguards (NMSS) conducts a broad variety of licensing reviews and safety evaluations for which the staff performs detailed calculations to independently validate the adequacy of the applicants' safety analyses with respect to criticality safety and radiation shielding requirements. The criticality and shielding analysis tools now used by the U.S. nuclear industry and the U.S. Nuclear Regulatory Commission (NRC) consist largely of the SCALE code system and the MORSE code, both developed at Oak Ridge National Laboratory (ORNL); the MCNP code, developed at Los Alamos National Laboratory (LANL); and the respective nuclear data libraries, the best of which have all been derived from the same source of evaluated data (i.e., the ENDF/B evaluated nuclear data file) using portions of the same intermediate processing code (i.e.,the NJOY code). To minimize the potential for common-mode errors, the NRC staff performs selected criticality and shielding calculations using computer codes and nuclear data libraries that independently verify the calculations submitted by the applicants.

The MONK criticality code and MCBEND shielding code (MONK and MCBEND) uniquely meet the NRC's near-term needs for independent analysis tools in that they differ significantly from comparable U.S. codes and utilize nuclear data libraries derived from different evaluated data files and processed by different codes. Both of these proprietary codes are well documented, tested, and supported, and have user interfaces that allow rapid development and checking of input models. The codes also provide unique output features that facilitate comparison of the computed neutronics and radiation physics characteristics of the systems in question to those of the experimental benchmarks used in validating the codes, modeling methods, and data libraries. These and other code features, such as a quasi-pointwise representation of the resolved energy domain and a probability table treatment of important unresolved resonances, meet the NRC staff's requirements for performing fully independent and credible safety analyses with a reasonable allotment of time and resources.

There are presently no other known sources of codes that fully meet the NRC staff's near- term needs for performing independent criticality and shielding calculations. Under partial NRC sponsor-ship, work is ongoing at LANL and ORNL to provide an expanded selection of pubic-domain codes and processed nuclear data libraries that will offer reviewers improved independence from the codes and data used by U.S. licensees and applicants. It is anticipated that such work will result in equivalent or superior alternatives to MONK and MCBEND that eventual adoption of these alternatives will result in significant long-term cost savings to the NRC. In the interim, however, the staff proposes to rely on MONK and MCBEND to help eliminate the potential for common-mode analysis errors that could otherwise arise with shared codes and nuclear data sources.

B.6 OBJECTIVE

The objective of this contract is to provide NRC technical staff with continued capability to perform credible and fully independent analyses of criticality and shielding issues involving fuel cycle facilities and spent fuel cask designs.

B.7 SCOPE OF WORK

To achieve the objective, the scope of this contract includes providing:

a. MONK criticality and MCBEND shielding codes software licenses, to include all auxiliary software necessary to run the codes software and appropriate license verification, and any updates to the software; and

b. User support services, to include unlimited on-call user support, analysis support, user manuals and updates, and a training session to demonstrate proper use of the codes software.

In view of the fact that NMSS analytical requirements vary from year to year based on the number of applications and the NRC technical staff performing the reviews, it is necessary to arrange for a very flexible licensing and support service agreement which will allow the number of licenses and support services to expand or contract from year to year to meet NMSS' current needs.

B.8 WORK REQUIREMENTS AND SCHEDULE

1. Software and Updates

a. The contractor shall provide ten (10) licenses for MONK criticality and MCBEND shielding codes software to NMSS technical staff within 24 hours of contract award;

b. The contractor shall provide the media required to run the MONK criticality and MCBEND shielding codes software on ten (10) separate PC workstations and/or laptops and appropriate license verification to NMSS technical staff within 24 hours of contract award;

c. The contractor shall provide compiled executables of the latest released versions of the MONK and MCBEND codes and all associated nuclear data libraries and auxiliary codes, including VISAGE and VISTA to NMSS technical staff within 24hours of contract award. The VISTA auxiliary code package shall include Vista-Wire, Vista-Ray, the latest developmental version of Vista-Graph, and, upon request by the NRC, Vista-Track. Any auxiliary software for simplified input specification of common materials (e.g., steels, zircalloys, other common alloys, concretes, enriched uranium oxides, fissile solutions, etc., as in SCALE) shall also be provided as development proceeds; and

d. Report any deficiencies or errors found in the codes and data libraries and provide, at no extra charge, any corrections or updated versions of the software, data libraries, and auxiliary codes for installation on the NRC workstations within 30 days of their release by the developers.

2. User Support

a. The contractor shall provide unlimited on-call user support by telephone, fax, or e-mail, and shall entail assistance in resolving questions or difficulties as they arise in any phase of setting up and/or running the software on PC workstations or laptops. Routine queries shall be addressed within 24 hours of contact, and non-routine queries involving undocumented software issues shall be addressed within 72 hours of contact;

b. The contractor shall provide analysis support to include any needed assistance in the plotting of quasi-pointwise cross section library data and in the scoring and spectral potting of energy-binned local particle fluxes and reaction rates computed by MONK and MCBEND. Routine queries shall be addressed within 24 hours of contact, and non-routine queries involving undocumented software issues shall be addressed within 72 hours of contact;

c. The contractor shall provide ten (10) complete user manuals to NMSS technical staff, at no extra charge, within 30 days of NRC's receipt of the MONK and MCBEND software licenses. Any updates shall be provided as appropriate and at no extra charge; and

d. At the option of the NRC, the contractor shall develop and present one 3-4 day training session for a maximum of 12 attendees, which will be held at NRC Headquarters in Rockville, MD, each year of contract performance. The training session shall be designed at an appropriate level to teach criticality and shielding experts with no prior knowledge of the MONK and MCBEND codes, on how to use the codes properly. Attendees shall be able to independently run MONK and MCBEND codes upon completion of the training session.

Additionally, at the option of the NRC, the contractor shall provide additional licenses, which NRC may require to accommodate the arrival of new staff. Should NRC find it necessary to purchase additional licenses, the contractor shall provide user manuals, and updates, for each additional license acquired.

B.9 MEETINGS AND TRAVEL

The contractor shall plan on one individual traveling to NRC Headquarters in Rockville, MD, USA, to teach the one 3-4 day training course required in Section 2.e. above.

B.10 PERIOD OF PERFORMANCE

The term of this contract shall commence on the date of award and will expire one (1) year from the effective date of the contract. The term of this contract may be extended at the option of the NRC for four (4) additional one-year periods.

B.11 TECHNICAL DIRECTION AND GUIDANCE

The NRC Project Officer assigned to this contract is Carolyn Boyle. She may be reached on (301)415-7818. The NRC Technical Project Manager assigned to this contract is James Thomas. He may be reached on (301) 415-5168.

SECTION C - CONTRACT CLAUSES

C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name:	Carolyn Boyle
Address:	U.S. Nuclear Regualtory Commission 11545 Rockville Pike Mail Stop T-8-A-23 Rockville, MD 20852
Telephone Number:	(301)415-7818

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

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

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

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

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

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

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

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

required for contract performance.

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

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

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

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

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

(g) Any unauthorized commitment or direction issued by the 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.

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

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

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

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

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

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.3 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):

www.arnet.gov

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I (MAR 1999) of 52.219-5.

[] (iii) Alternate II (JUNE 2003) of 52.219-5.

[] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)

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

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[] (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

[X] (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[] (22)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

[] (ii) Alternate I (JAN 2004) of 52.225-3.

[] (iii) Alternate II (JAN 2004) of 52.225-3.

[] (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 1984) of 52.247-64.

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

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

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

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

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

C.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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 five years.

C.7 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.8 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4- character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS" or ``DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

C.9 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the

specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor=s responsibility under this clause.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

NRC-02-04-008
Attachment No. 1

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers 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:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

2. Contract number.

3. Sequential voucher/invoice number.

4. Date of voucher/invoice.

5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

6. Description of articles or services, quantity, unit price, and total amount.

7. 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.

8. Weight and zone of shipment, if shipped by parcel post.

9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

11. **For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

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

Supersession: These instructions supersede any previous billing instructions.