

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

1. REQUISITION NO. NRC-41-07-409
5507R056

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2. CONTRACT NO. NRC-41-07-409	3. AWARD/EFFECTIVE DATE SEP 14 2007	4. ORDER NO.	5. SOLICITATION NUMBER RS-41-07-409	6. SOLICITATION ISSUE DATE 06-21-2007
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME BETTY FREEMAN	b. TELEPHONE NO. (No Collect Calls) 301-415-0587	8. OFFER DUE DATE/LOCAL TIME 07-09-2007
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts/CMB3 Mail Stop T-7-I-2 11545 Rockville Pike Rockville, MD 20852	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Office of NMSS ATTN: James Thomas 11545 Rockville Pike Rockville MD 20852	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts/CMB3 Mail Stop T-7-I-2 11545 Rockville Pike Rockville MD 20852	CODE 3100
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17a. CONTRACTOR/OFFEROR THERMO-CALC SOFTWARE ATTN: PAUL MASON 4160 WASHINGTON RD STE230 MCMURRY PA 153172533 TELEPHONE NO. (724) 731-0074/(724) 518-7334	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-41-07-409) Washington DC 20555	CODE 3100
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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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE OF ITEMS AND PRICES				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 75515-366-270 F1054 252A 31X0200 OBLIGATE \$97,750.00	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$97,750.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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 <i>P. K. Mason</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Robert E. Webber</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) P. K. MASON PRESIDENT	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robert E. Webber Contracting Officer
30c. DATE SIGNED 9/14/07	31c. DATE SIGNED 9/10/07

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows:

"MONK AND MCBEND SOFTWARE LICENSE AND SUPPORT AGREEMENT"

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide ten (1) one-year software licenses and support agreements for MONK, MCBEND, VISTA and VISAGE codes software, to include a 3-4 day training course on the MONK and MCBEND codes, on an as-needed basis.

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$97,750.

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

This contract shall commence on September 4, 2007 and will expire on September 3, 2008. The term of this contract may be extended at the option of the Government for an additional four one-year option periods.

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]	Lot	[REDACTED]	\$97,750
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]	\$22,495
5	(Optional) One Year License for Optional Users	[REDACTED]	Each	[REDACTED]	\$5,183
	TOTAL BASE YEAR (Excludes CLINs 4 and 5)				\$97,750

OPTION YEAR ONE

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE		Lot		\$101,660
2	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE		Lot	\$ included	\$ included
3	User Support including ten (10) complete user manuals		Lot	\$ included	\$ included
4	(Optional) Training session on MONK and MCBEND		Each		\$23,395
5	(Optional) One Year License for Optional Users		Each		\$5,390
	TOTAL OPTION YEAR 1 (Excludes CLIN 4 and 5)				\$101,660

OPTION YEAR TWO

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE		Lot		\$105,726
2	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE		Lot	\$ included	\$ included
3	User Support including ten (10) complete user manuals		Lot	\$ included	\$ included
4	(Optional) Training session on MONK and MCBEND		Each		\$24,331
5	(Optional) One Year License for Optional Users		Each		\$5,606
	TOTAL OPTION YEAR 2 (Excludes CLIN 4 and 5)				\$105,726

OPTION YEAR THREE

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE		Lot		\$109,955
2	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE		Lot	\$ included	\$ included
3	User Support including ten (10) complete user manuals		Lot	\$ included	\$ included
4	(Optional) Training session on MONK and MCBEND		Each		\$25,304
5	(Optional) One Year License for Optional Users		Each		\$5,830
	TOTAL OPTION YEAR 3 (Excludes CLINs 4 and 5)				\$109,955

OPTION YEAR FOUR

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	One Year License for MONK and MCBEND including One Year License for VISTA and VISAGE		Lot		\$114,354
2	Software Maintenance and Updates for MONK and MCBEND and VISTA and VISAGE		Lot	\$ included	\$ included
3	User Support including ten (10) complete user manuals		Lot	\$ included	\$ included
4	(Optional) Training session on MONK and MCBEND		Each		\$26,316
5	(Optional) One Year License for Optional Users		Each		\$6,063
	TOTAL OPTION YEAR 4 (Excludes CLIN 4 and 5)				\$114,354

GRAND TOTAL BASE YEAR AND OPTION YEARS \$529,445 (Excludes CLINs 4 and 5)

PERFORMANCE BASED WORK STATEMENT**A. 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 & 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 sponsorship, work is ongoing at LANL and ORNL to provide an expanded selection of public-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 & 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 & McBend to help eliminate the potential for common-mode analysis errors that could otherwise arise with shared codes and nuclear data sources.

B. OBJECTIVE

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.

C. SCOPE OF WORK

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

1. 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
2. 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.

D. **WORK REQUIREMENTS AND SCHEDULE**

1. **Software and Updates**

- a. Provide ten (10) licenses for Monk criticality and McBend shielding codes software to NMSS technical staff within 24 hours of contract award;
- b. 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. Provide compiled executables of the latest released versions of the Monk & McBend codes and all associated nuclear data libraries and auxiliary codes, including VISAGE and VISTA to NMSS technical staff within 24 hours of contract award. The VISTA auxiliary code package shall include Vista-Wire, Vista-Ray, the latest developmental version of Vista-Graph, and, upon optional request by the NRC, Vista-Track. Any auxiliary software for simplified input specification of common materials (e.g., steels, zircalloys, other common alloys, concretes, 20enriched 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. 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. 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 & 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. Provide ten (10) complete user manuals to NMSS technical staff, at no extra charge, within 30 days of NRC's receipt of the Monk & McBend software licenses. Any updates shall be provided as appropriate and at no extra charge; and
- d. Develop and present one 3-4 day training session to be held at NRC Headquarters in Rockville, MD, USA. The training session shall be designed at an appropriate level to teach criticality and shielding experts with no prior knowledge of the Monk & McBend codes on how to use the codes properly. Attendees shall be able to independently run Monk & McBend codes at the end of the session.

Additionally, the contractor shall provide the per license cost of adding 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.

E. 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.d. above.

F. PERIOD OF PERFORMANCE

This contract shall commence upon 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 terms.

PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive for Exceeding the AQL
Provide Monk & McBend software licenses, media required to run the software on 10 separate PC workstations and/or laptops and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes.	D.1.a. D.1.b. D.1.c.	Software licenses, media required to run the software and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes shall be provided to NMSS technical staff within 24 hours of contract award.	Direct verification with NMSS technical staff that software licenses, media required to run the software and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes are in their possession.	Maximum price paid shall be the CLIN price. No payment will be made until NMSS technical staff are in possession of software licenses, media required to run the software and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes.
Provide updated versions of the software, data libraries, and auxiliary codes.	D.1.d.	Updated versions of the software, data libraries, and auxiliary codes shall be provided within 30 days of their release by the developers.	Monitoring trade publications to determine when updates are released and comparing those dates to date of availability to NMSS technical staff.	There is no CLIN price for updated versions of the software, data libraries, and auxiliary codes. However, failure to meet the standard will be considered for possible contract changes in Option Years.

Performance Requirement	Contract Paragraph	Performance Standard	QA Method	Maximum Incentive for Exceeding the AQL
Provide unlimited on-call user support by telephone, fax or e-mail. Provide analysis support.	D.2.a. D.2.b.	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.	Periodic user group meetings to verify with NMSS technical staff that they are receiving responses to routine queries for assistance within 24 hours of contact, and non-routine queries for assistance, involving undocumented software issues, within 72 hours of contact.	There is no CLIN price for unlimited on-call user support or for analysis support. However, failure to meet the standard will be considered for possible contract changes in Option Years.
Provide 10 complete user manuals. Updates as appropriate.	D.2.c.	10 complete user manuals shall be provided to NMSS technical staff within 30 days of NRC's receipt of the software licenses; updates as appropriate.	Direct verification with NMSS technical staff that 10 complete user manuals are in their possession within 30 days of NRC's receipt of the software licenses; updates as appropriate.	There is no CLIN price for the 10 complete user manuals or updates. However, failure to meet the standard will be considered for possible contract changes in Options Years.
Develop and present one 3-4 day training session designed at an appropriate level to teach criticality and shielding experts with no prior knowledge of the Monk & McBend codes on how to use the codes properly.	D.2.d.	90% of new users can independently run Monk & McBend codes at completion of the training session.	Direct verification that 90% of new users can independently run Monk & McBend codes at the end of the training session.	Maximum price paid shall be the CLIN price; minimum price paid shall be 90% of the CLIN price, which is proportional to the stated performance standard.

SURVEILLANCE MONITORING FORM

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
Provide Monk & McBend software licenses, media required to run the software on 10 separate PC workstations and/or laptops and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes.	D.1.a. D.1.b. D.1.c.	Direct verification with NMSS technical staff that software licenses, media required to run the software and appropriate license verification, and the latest released versions of the codes and all associated nuclear data libraries and auxiliary codes are in their possession.		
Provide updated versions of the software, data libraries, and auxiliary codes.	D.1.d.	Monitoring trade publications to determine when updates are released and comparing those dates to date of availability to NMSS technical staff.		
Provide unlimited on-call user support by telephone, fax or e-mail. Provide analysis support.	D.2.a. D.2.b.	Periodic user group meetings to verify with NMSS technical staff that they are receiving responses to routine queries for assistance within 24 hours of contact, and non-routine queries for assistance, involving undocumented software issues, within 72 hours of contact.		

Contract Requirement	Contract Paragraph	Method of Surveillance	Date Accomplished	Compliance
<p>Provide 10 complete user manuals.</p> <p>Updates as appropriate.</p>	<p>D.2.c.</p>	<p>Direct verification with NMSS technical staff that 10 complete user manuals are in their possession within 30 days of NRC's receipt of the software licenses; updates as appropriate.</p>		
<p>Develop and present one 3-4 day training session designed at an appropriate level to teach criticality and shielding experts with no prior knowledge of the Monk & McBend codes on how to use the codes properly.</p>	<p>D.2.d.</p>	<p>Direct verification that 90% of new users can independently run Monk & McBend codes at the end of the training session.</p>		

QUALITY ASSURANCE SURVEILLANCE PLAN

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. NRC-41-07-409. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

A. Purpose of the QASP

1. The QASP is intended to accomplish the following:
 - a. Define the roles and responsibilities of participating government officials;
 - b. Define the types of work to be performed;
 - c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
 - d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
 - e. Describe the process of performance documentation.
2. The contractor has developed a Quality Assurance Plan (QAP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated Peter Sumer to be responsible for implementation of the QAP.

B. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. Carolyn Boyle will serve as the NRC Project Officer (PO). James D. Thomas will serve as the NRC Technical Project Manager (TPM). The NRC TPM will be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary." The TPM will have primary responsibility for completing "Surveillance Monitoring Forms," which will be used to document the inspection and evaluation of the contractor's work performance.
2. Betty Freeman will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the TPM's assessment of the contractor's performance; and resolving all differences between the TPM's version and the contractor's version.

C. Types of Work Performed

The contractor shall provide 10 software licenses for MONK criticality and MCBEND shielding codes, all auxiliary software required to run the codes software on 10 separate PC workstations and/or laptops, any updates to the software, and support services to include unlimited on-call user support, analysis support, user manuals and updates, and a user training session.

D. Methods of Surveillance

The NRC will perform direct verification with technical staff and monitoring of trade publications.

E. Quality Assurance Forms and Report

1. The TPM will use the Surveillance Monitoring Form to document and evaluate the contractor's performance under the contract.
2. The TPM will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS).
3. The TPM will substantiate all requirements which the TPM judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.
4. The TPM, through the PO, will forward copies of all completed surveillance monitoring forms to the CS and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

F. Analysis of Surveillance Results

The CS will review each surveillance monitoring form prepared by the TPM. When appropriate, the CS may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the TPM's opinions outlined on the forms. The CS will discuss every event receiving a substandard rating with the contractor in order to determine if the performance standard was achieved, not achieved, or exceeded.

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): <http://www.arnet.gov/far>

The following clause is incorporated by reference into the contract:

52.212-4 Contract Terms and Conditions—Commercial Items

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2007)

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

(1) 52.233-3, Protest After Award (Aug 1996),(31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 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 (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) Reserved]

(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.

(iii) Alternate II (Mar 2004) 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.

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

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (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) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (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.
- (12) 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).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(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)).
- (25) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- (26)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

- (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- (31) 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)).
- (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (33) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (34) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 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 (vii) 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 (May 2004) (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 \$550,000 (\$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 (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

C.4 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.5 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 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.6 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.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 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.

C.9 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Carolyn Boyle, NRC Project Officer

Address: US Nuclear Regulatory Commission
FSME/PBPA/OT
Mail Stop T-8A-23
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: (301) 415-7818
Email: CJB@NRC.GOV

Name: James Thomas, NRC Technical Project Officer
FSME/PBPA/ITBPT

Address: US Nuclear Regulatory Commission
FSME/PBPA/OT
Mail Stop T-8A-23
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: (301) 415-5168
Email: JDT@NRC.GOV

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary

information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT

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 \$5,000 or more, shall additionally be sent to:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop -O-2G-11
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.

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