

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

|   |  |  |                          |  |                |
|---|--|--|--------------------------|--|----------------|
| 1. DATE OF ORDER<br><b>JAN 02 2008</b>  |  | 2. CONTRACT NO. (if any)                   |                          | 6. SHIP TO:  |                |
| 3. ORDER NO.<br>NRC-DR-04-08-002  |  | 4. REQUISITION/REFERENCE NO.<br>RES-04-002 |                          | a. NAME OF CONSIGNEE<br>U.S. Nuclear Regulatory Commission   |                |
| 5. ISSUING OFFICE (Address correspondence to)<br>U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: Adelis M Rodriguez, 301-415-5719<br>Mail Stop T-7-I-2<br>Washington, DC 20555 |  |  |                          | b. STREET ADDRESS<br>Mail Stop T 10D5<br>Attn: Shafiq Mallick  |                |
|   |  |  |                          | c. CITY<br>Washington  | d. STATE<br>DC |
|   |  |  |                          | e. ZIP CODE<br>20555   |                |
| 7. TO:  |  |  |                          | f. SHIP VIA  |                |
| a. NAME OF CONTRACTOR<br>LIVERMORE SOFTWARE TECHNOLOGY CORPORATION<br>LSTC  |  |  |                          | 8. TYPE OF ORDER   |                |
| b. COMPANY NAME   |  |  |                          | <input checked="" type="checkbox"/> a. PURCHASE<br><input type="checkbox"/> b. DELIVERY  |                |
| c. STREET ADDRESS<br>7374 LAS POSITAS RD  |  |  |                          | REFERENCE YOUR<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. |                |
| d. CITY<br>LIVERMORE  |  | e. STATE<br>CA                             | f. ZIP CODE<br>945515110 |  |                |
| 9. ACCOUNTING AND APPROPRIATION DATA<br>86015111160 252A 31X0200.860 \$75,600<br>FFS: RES-C08-314 DUNS: 193521978   |  |  |                          | 10. REQUISITIONING OFFICE RES  |                |

|   |   |  |  |                         |                    |
|---|---|--|--|-------------------------|--------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) |   |  |  | 12. F.O.B. POINT<br>N/A |                    |
| <input type="checkbox"/> a. SMALL                       | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED          | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED |                         |                    |
| <input type="checkbox"/> d. WOMEN-OWNED                 | <input type="checkbox"/> e. HUBZone                     | <input type="checkbox"/> f. EMERGING SMALLBUSINESS |  |                         |                    |
| 13. PLACE OF  |   | 14. GOVERNMENT B/L NO.                             | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)            |                         | 16. DISCOUNT TERMS |
| a. INSPECTION<br>Destination                            | b. ACCEPTANCE<br>Destination                            |  |  |                         |                    |

## 17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES OR SERVICES<br>(b)  | QUANTITY ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY ACCEPTED<br>(g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 1               | 35 CPU Paid Up LS-Dyna software Licenses w/one time credit previous paid up licenses (\$70,000-\$36,400 cr) License term February 1, 2008-Jan 31, 2009 |                         |             |                   | \$33,600.00   |                          |
| 2               | Maintenance for 35 licenses February 1, 2009-Jan 31, 2010  |                         |             |                   | \$21,000.00   |                          |
| 3               | Maintenance for 35 licenses February 1, 2010-Jan 31, 2011  |                         |             |                   | \$21,000.00   |                          |
| 4               | OPTIONAL PERIOD: Maintenance for 35 licenses February 1, 2011-Jan 31, 2012   |                         |             |                   | \$21,000.00   |                          |

|                                     |  |                |                           |  |                 |             |                           |
|-------------------------------------|--|----------------|---------------------------|--|-----------------|-------------|---------------------------|
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT   |                | 19. GROSS SHIPPING WEIGHT |  | 20. INVOICE NO. |             | 17(h) TOTAL (Cont. pages) |
|                                     | 21. MAIL INVOICE TO:   |                |                           |  |                 |             |                           |
|                                     | a. NAME<br>U.S. Nuclear Regulatory Commission<br>Payment Team, Mail Stop T-9-H-4 |                |                           |  |                 |             |                           |
|                                     | b. STREET ADDRESS (or P.O. Box)<br>Attn: (NRC-DR-04-08-002)                      |                |                           |  |                 |             |                           |
|                                     | c. CITY<br>Washington  | d. STATE<br>DC | e. ZIP CODE<br>20555      |  |                 | \$75,600.00 | 17(i) GRAND TOTAL         |

22. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Stephen M Pool  
Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

ADM002

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)                |          |
| 52.213-3  | NOTICE TO SUPPLIER   | APR 1984 |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR<br>FEDERAL HIRES               | MAY 1989 |
| 52.223-6  | DRUG-FREE WORKPLACE  | MAY 2001 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS                                 | AUG 2007 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN<br>PURCHASES                     | FEB 2006 |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF<br>CONTRACT CLAIM                   | OCT 2004 |
| 52.237-1  | SITE VISIT   | APR 1984 |
| 52.237-2  | PROTECTION OF GOVERNMENT BUILDINGS,<br>EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.243-1  | CHANGES--FIXED PRICE<br>ALTERNATE I (APR 1984)                   | AUG 1987 |

### A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).

(v) 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).

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(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) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 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) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (July 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

### **A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.4 Other Applicable Clauses**

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☒ 52.217-9, Option to Extend the Term of the Contract

#### **A.5 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.