

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 31

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

BPA NO.

1. DATE OF ORDER 9/21/2010		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. NRC-DR-04-10-162		4. REQUISITION/REFERENCE NO. 04-10-162 DATED: 7/23/2010		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Ashlee Bushell Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		b. STREET ADDRESS	
a. NAME OF CONTRACTOR BABCOCK & WILCOX TECHNICAL SERVICES GROUP, INC.		b. COMPANY NAME		c. CITY Washington	
c. STREET ADDRESS 800 MAIN ST STE 4		d. CITY LYNCHBURG		d. STATE DC	
e. ACCOUNTING AND APPROPRIATION DATA 060-15-111-127; V6074; 252A; 31X0200.060 Obligate: \$27,450.00		f. ZIP CODE 245041533		e. ZIP CODE 20555	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		10. REQUISITIONING OFFICE RES		8. TYPE OF ORDER	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		12. F.O.B. POINT DESTINATION		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR NRC10-023/KW10-169 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.	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall perform all necessary services to meet the requirements of the attached Statement of Work on continuation page. This is a Fixed Price Order Period of Performance: 09/24/2010 to 12/21/2010 NRC Project Officer: Darrell Dunn Phone: 301-251-7621 Email: Darrell.Dunn@nrc.gov DUNS #: 938356771					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$27,450.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCpayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver		\$27,450.00	17(i) GRAND TOTAL
	d. STATE CO		e. ZIP CODE 80235-2230		23. NAME (Typed) Donald A. King Contracting Officer			
22. UNITED STATES OF AMERICA BY (Signature) 						TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006) PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADMO

SUNSI REVIEW COMPLETE

SEP 23 2010

ADMO

CONTINUATION PAGE

A.0 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

A.1 PROJECT TITLE

The title of this project is as follows:

DAVIS BESSE NOZZLE SAMPLE MACHINING

A.2. BRIEF DESCRIPTION OF WORK

a) Brief description of work:

The U.S. Nuclear Regulatory Commission requires contractor support to provide: (i) skilled personnel with expertise to receive Davis Besse Nozzle Section(s); (ii) decontaminate and test sample machining; and (iii) nozzle material disposal.

(b) Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all required work hereunder.

A.3. SCHEDULE

The Contractor shall provide expertise to produce test specimens for crack growth rate testing support services for the Davis Besse nozzle sections that were removed from service to NRC in accordance with the "DESCRIPTION/SPECIFICATIONS/WORK STATEMENT" for the contract period of performance at the rates as set forth below.

Period of Performance: Three (3) Months from date of award

TASK 0001 - Receipt of Davis Besse Nozzle Sections

CLIN	Description	Estimated Quantity	Unit	Total Price
001	Receipt of nozzle section(s) and survey to determine handling requirements; review accompanying documentation; and document as received condition and nozzle dimensions.	[REDACTED]	Lot	[REDACTED]
	Subtotal			[REDACTED]

TASK 0002 -Decontamination and Test Sample Machining

002	Decontaminate accessible surfaces as required; machine test specimens per supplied specifications; document final specimen demensions, orientation and locations with respect to the original nozzle section(s)	[REDACTED]	Lot	[REDACTED]
	Subtotal			\$13,995.00

TASK 0003 - Nozzle Material Disposal				
CLIN	Description	Estimated Quantity	Unit	Total Price
003	Dispose of scrap, contaminated material	[REDACTED]	Lot	[REDACTED]
	Subtotal			[REDACTED]
TASK 0004 - REPORTS				
CLIN	Description	Estimated Quantity	Unit	Total Price
004	The contractor shall submit a monthly letter status report.	[REDACTED]	Ea @ [REDACTED]	[REDACTED]
	Subtotal			[REDACTED]
	Total Price			\$27,450.00

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

A.4 CONSIDERATION AND OBLIGATION—FIXED PRICE (JUN 1988)

The fixed price of this contract is \$27,450.00.

B.0 STATEMENT OF WORK:

1.0 BACKGROUND

Primary water stress corrosion cracking (PWSCC) in nickel-base alloy primary pressure boundary components is a significant safety concern due to the potential for reactor pressure boundary leaks, the associated potential of boric acid corrosion of low-alloy steels, and the development of flaws in piping or welds. These conditions, depending on the size and location of the flaws, could result in a significant loss of coolant accident. Although the issue of PWSCC susceptibility is being addressed by industry, user need request NRR-2006-006 specifically identifies the need to review relevant data to identify potential methods to improve, and identify deficiencies in, the current long-term industry solutions for mitigation of PWSCC of nickel-base reactor containment pressure boundary components; and obtain PWSCC growth rates of materials recovered from operating reactors. This information will be used to determine the validity and acceptability of licensee flaw analyses, and to support regulatory inspection requirements.

Previous testing on material removed from the original Davis-Besse reactor pressure vessel head (RPVH) provided valuable information regarding crack growth rates of control rod drive mechanism (CRDM) nozzle materials and welds. The Alloy 600 CRDM nozzles from original Davis-Besse RPVH were determined to be highly susceptible to PWSCC whereas the Alloy 82/182 J-groove weld metal had lower than average susceptibility based on measured PWSCC growth rates. Recently, cracking was identified in the Alloy 600 nozzles on the replacement Davis-Besse RPVH. It is of interest to determine the cracking growth rates for the Alloy 600 nozzle material in the replacement RPVH. This information will be compared to the analysis included in the licensee root cause analysis.

2.0 OBJECTIVE

The contractor shall provide the necessary personnel, management, administrative, and technical services required for the task outline in the contract.

3.0 SCOPE OF WORK

The scope of this work is to produce test specimens for crack growth rate testing from the Davis Besse nozzle sections that were removed from service. This will require the receipt, handling, and machining of contaminated materials. Test specimens should be machined to remove as much of the contamination as reasonably possible and will be delivered to a lab for subsequent testing.

4.0 SPECIFIC TASKS

The work is divided into 3 tasks shown in Table 1. Task 1 will be the receipt of the nozzle section(s). Task 2 will be the decontamination and machining of test specimens and Task 3 will be disposal of waste material.

4.1 TASK 1, RECEIVE NOZZLE

The contractor shall receive nozzle section(s) that were removed from the replacement Davis-Besse RPVH. The sections will be ring samples that have been quartered. The exact size of the specimens is not known. The contractor shall document the receipt of the section(s) and review any documentation that accompanies the section(s). The contractor shall perform non-destructive examination of the nozzle section to determine the location cracks that may initiated in service.

4.2 TASK 2, DECONTAMINATE

The contract shall decontaminate the nozzle section(s) and machine test specimens. Decontamination will be accomplished by removing a small amount of material from the surface. Care must be taken to preserve useable material to machine test specimens. The test specimens will be machined in accordance with dimensional specifications that will be provided to the contractor. Orientation of the specimens will be determined by the dimensions of the nozzle section(s). After specimens are machined the contractor will send the specimens to Argonne National Laboratory along with all documentation describing the specimen dimensions, orientations and diagrams and photographs showing the location on the nozzle section(s) from which the specimens were machined.

4.3 TASK 3, DISPOSAL

The contract shall dispose of waste material. The contractor shall classify all remaining material and all unused material will be disposed of in accordance with applicable federal regulations.

5.0 DELIVERABLES/SCHEDULES AND/OR MILESTONES

The contractor shall provide machined test specimens and all documentation specified below:

Task/ Subtask	Task Description	Completion (months after award)
1	Receipt of Davis Besse Nozzle Section(s)	1
1.1	Receipt of nozzle section(s) and survey to determine handling requirements	1
1.2	Review accompanying documentation	1
1.3	Document as received condition and nozzle dimensions	1
2	Decontamination and Test Sample Machining	2
2.1	Decontaminate accessible surfaces as required	2
2.2	Machine test specimens per supplied specifications	2
	Document final specimen dimensions, orientation and locations with respect to the original nozzle section(s)	
2.3	Deliver machined test specimens and documentation	2
3	Nozzle Material Disposal	3
3.1	Dispose of scrap, contaminated material	3

6.0 RESEARCH QUALITY

The quality of NRC research programs are assessed each year by the Advisory Committee on Reactor Safeguards. Within the context of their reviews of RES programs, the definition of quality research is based upon several major characteristics:

- Results meet the objectives (75% of overall score)
 - Justification of major assumptions (12%)
 - Soundness of technical approach and results (52%)
 - Uncertainties and sensitivities addressed (11%)

- Documentation of research results and methods is adequate (25% of overall score)
 - Clarity of presentation (16%)
 - Identification of major assumptions (9%)

It is the responsibility of the contractor to ensure that these quality criteria are adequately addressed throughout the course of the research that is performed. The NRC project manager and technical monitor will review all research products with these criteria in mind.

7.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The Contractor shall have unique experience and expertise necessary for handling materials that have been removed from reactors and have experience machining test specimens of the type and size necessary to conduct the required testing. The Contractor shall have extensive experience with the safe handling and decontamination of radioactive materials including larger and smaller pieces than the ring samples that will be machined in this work.

The Contractor shall also have unique facilities and equipment including a hot machine shop computer numerically controlled (CNC) electrical discharge milling (EDM) machine, Vertical CNC milling machine, CNC surface grinder, precision lathe, horizontal and vertical band saws, precision diamond saw and an optical comparator.

8.0 PERIOD OF PERFORMANCE

The period of performance, will be 3 months from date of award.

9.0 REPORTING REQUIREMENTS

The contractor shall submit monthly letter status reports will be required.

Monthly Letter Status Report.

A Monthly Letter Status Report (MLSR) is to be submitted to the NRC Contracting Officer (CO) and the NRC Project Manager by the 20th of the month following the month to be reported with copies provided to the following:

Resource Name: Ashlee.Bushell@nrc.gov

The MLSR will identify the title of the project, the job code, the Principal Investigator, the period of performance, the reporting period, summarize each month's technical progress, list monthly spending, total spending to date, and the remaining funds and will contain information as directed in NRC Management Directive 11.1. Any administrative or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the NRC project manager.

10.0 PUBLICATIONS

RES encourages the publication of the scientific results from RES sponsored programs in refereed scientific and engineering journals as appropriate. If the laboratory proposes to publish in the open literature or present the information at meeting in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC Contracting Officer (CO). The CO shall either approve the material as submitted, approve it subject to NRC suggested revisions, or disapprove it. In any event, the CO may disapprove or delay presentation or publication of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved. Additional information regarding the publication of NRC sponsored research is contained in NRC Management Directives 3.7, "NUREG Series Publications," and 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects."

If the presentation or paper is in addition to the required technical reports and the CO determines that it will benefit the RES project, the CO may authorize payment of travel and publishing costs, if any, from the project funds. If the CO determines that the article or presentation would not benefit the RES project, the costs associated with the preparation, presentation, or publication will be borne by the contractor. For any publication or presentations falling into this category, the NRC reserves the right to require that such presentation or publication will not identify the NRC's sponsorship of the work.

11.0 NEW STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES MANUSCRIPTS

The U.S. Nuclear Regulatory Commission (NRC) began to capture most of its official records electronically on January 1, 2000. The NRC will capture each final NUREG-series publication in its native application. Therefore, please submit your final manuscript that has been approved by the NRC CO in both electronic and camera-ready copy.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. You will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when we send the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC Project Manager for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the Contractor shall prepare the text in Microsoft Word, and use any of the following file types for charts, spreadsheets, and the like.

File Types to be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft®Word®	.doc
Microsoft® PowerPoint®	.ppt
Microsoft®Excel	.xls
Microsoft®Access	.mdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension.tif) for that portion of your report. Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

If you choose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in both (1) a portable document format (PDF); (2) a Microsoft Word file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

12.0 ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to it or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(Attachment 2)

13.0 MEETINGS AND TRAVEL

None

14.0 NRC-FURNISHED MATERIAL

None

15.0 TECHNICAL DIRECTION

Technical direction will be provided by the Project Manager, Mr. Darrell Dunn, who can be reached at:

U. S. Nuclear Regulatory Commission
Mail Stop: CSB-05C07M
Washington, D. C. 20555-0001

Phone: (301) 251-7621
Fax: (301) 251-7420
Email: (darrell.dunn@nrc.gov)

Express mail should be sent to:
U. S. Nuclear Regulatory Commission
Mail Stop: CSB-05C07M
11545 Rockville Pike
Rockville, MD 20852-2738

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable 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.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **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.

(g) **Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract 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.

(2)(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 FAR 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; 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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(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.

(3) 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 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.

(4) 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.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved]

(8)(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.
- (9)(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.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 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).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) 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).

(26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(36) 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)).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)(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 (Nov 2007) (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.).

Employee Class	Monetary Wage-Fringe Benefits
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(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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.

(iii) [Reserved]

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

(v) 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).

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

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.3 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
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.225-13	NOTICE TO SUPPLIER	APR 1984
	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007

C.4 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order

as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

C.5 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

C.6 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.7 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.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer,

refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

ADDITIONAL PROVISIONS

C.9 ADDITIONAL PROVISIONS

ARTICLE I – AGREEMENT PRICE, TERMS OF PAYMENT, TERM OF AGREEMENT

1.1 Purchaser (U. S. Nuclear Regulatory Commission) agrees to pay B&W TSG the Agreement Price, Letter **KW10-169**, for laboratory services ("Services") related to Purchaser samples ("Samples") provided incident to Proposal number **NME10-023**.

1.2 Purchaser will be invoiced on a monthly basis.

1.3 Purchaser shall ensure payment is received by B&W TSG within 30 days of Purchaser's receipt of the invoice. Should Purchaser fail to timely make payment, Purchaser shall pay interest on the outstanding balance at an annual rate of 10 percent.

1.4 The Agreement Price is exclusive of any present or future—Federal, State, Municipal, sales, use, excise or property tax with respect to the Services covered hereby. If B&W TSG is required by applicable law or regulation to pay or collect any such tax or taxes on account of this transaction or the Services covered hereby, then such amount of tax shall be paid by Purchaser in addition to the Agreement Price.

1.5 The term of this agreement ("Agreement") shall be from _____ to _____, unless earlier terminated under Article 7 or as mutually agreed otherwise in writing.

ARTICLE 2 - VISITS AND INSPECTIONS

2.1 Subject to applicable health, safety and security rules & regulations, Purchaser shall have the right during ordinary business hours to visit and inspect B&W TSG facilities where the Services are being performed.

2.2 B&W TSG shall provide reasonable accommodations to Purchaser during such visits, including making personnel engaged in the performance of the Services available for consultation at reasonable times.

ARTICLE 3 - PUBLICITY RELEASES

No publicity releases (including news releases and advertising) relating to this Agreement or the Services hereunder shall be issued by either party without the prior written approval of the other. Such approval shall not be unreasonably withheld. Any inquiry either party receives from the news media concerning this Agreement will be referred to the other for coordination and approval prior to response.

ARTICLE 4 - WARRANTY

4.1 Warranty of Services

B&W TSG warrants to Purchaser that the Services performed by B&W TSG will be performed in a professional manner consistent with the standards prevailing in the nuclear industry for similar services.

4.2 Warranty Period

The warranty (see 4.1 above) will expire 90 days after performance of the Service or shipment of any deliverable ("Deliverable"), whichever first occurs.

4.3 Remedy

B&W TSG's warranty obligation for nonconforming Services shall be limited to re-performance, at its own expense. Such warranty obligation shall expire if Purchaser does not report Service noncompliance within the warranty period. In the event B&W TSG does not remedy such nonconforming Services within a mutually agreed period of time, the Services may be re-performed by Purchaser, or a third party of Purchaser's choice, and any outstanding sums due B&W TSG shall be offset by the reasonable costs incurred by Purchaser in having the Services re-performed by Purchaser or a third party. In no event, however, shall said "reasonable costs incurred" exceed the Agreement Price.

4.4 Conditions of Warranty

The warranties and remedies set forth above will apply only if Purchaser satisfies the following obligations:

- a) The Samples shall be properly identified, unloaded, stored, maintained, and installed, and shall be protected from damage by Purchaser.
- b) If B&W TSG is to re-perform any Services, Purchaser shall be responsible for and shall return the Samples to B&W TSG.
- c) Transportation and ultimate disposal of defective Samples shall be Purchaser's responsibility.
- d) Purchaser will provide its employees and its customer with written procedures for the proper handling and use of Samples.

4.5 Exclusivity of Warranties

The warranty set forth in Article 4.1 is exclusive and no other warranties of any kind, whether statutory, written, oral or implied (including without limitation, the warranties of fitness for a particular purpose or merchantability), shall apply.

ARTICLE 5 – NUCLEAR INCIDENTS OR PRECAUTIONARY EVACUATIONS

The parties shall not be liable to one another for any loss resulting from injuries or death to any person or persons or damage to or destruction of any property resulting in whole or in part, directly or indirectly, from a nuclear incident or precautionary evacuation, as such terms are used in the Atomic Energy Act of 1954, as amended.

ARTICLE 6 - LIMITATION OF LIABILITY

Notwithstanding any other provision of this contract, except for liabilities under Articles 11, 13 & 18—(i) the maximum liability of either party to the other for any and all causes of action, whether arising under contract, tort,

strict liability or otherwise, shall be the Agreement Price and (ii) neither party shall be liable to the other for consequential, special, incidental or punitive damages.

ARTICLE 7 - TERMINATION

The government reserves the right to terminate for default in accordance with the Federal Acquisition Regulation.

ARTICLE 8 - NOTICES

8.1 All notices to Purchaser under this Agreement shall be in writing and sent to:

U. S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Rockville, MD 20852-2738

Attention: Ashlee Bushell, Contracts Specialist, Office of Administration,
Division of Contracts

8.2 All notices to B&W TSG under this Agreement shall be in writing and sent to:

B&W Technical Services Group, Inc.
2016 Mt. Athos Road
Lynchburg, VA 24504-5447

Attention: Terry B. Chalker, Director, Contracts

8.3 Either party may change its above-designated recipient or address by notice to the other and any such change shall take effect immediately upon receipt of such notice.

ARTICLE 9 - CLAIMS AND DISPUTES

Both parties agree that any claims or disputes shall be governed by the Contract Disputes Act of 1978, 41 U.S.C. §601 et seq.

ARTICLE 10 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of conflict of laws provisions.

ARTICLE 11 - RISK OF LOSS OR DAMAGE IN SHIPPING

Purchaser shall be responsible for shipping the Samples and any other materials, equipment and goods to and from the B&W TSG Lynchburg Technology Center. Purchaser shall also be responsible for risk of loss or damage or third party liabilities with respect to such shipment—except with respect to materials or equipment that have been negligently packed by B&W TSG. B&W TSG liability under the preceding sentence, however, shall not exceed the Agreement Price.

ARTICLE 12 - ACCEPTANCE

This Agreement will become binding when signed by authorized representatives of B&W TSG and Purchaser.

ARTICLE 13 - CHARACTERIZATION OF SAMPLES

Purchaser shall accurately identify the composition of all Samples (including but not limited to the radiological nature as regulated under TSCA and RCRA regulations) provided to B&W TSG.

ARTICLE 14 - ASSIGNMENT

Neither party may assign its rights and obligations under this Agreement without the advance approval of the other.

ARTICLE 15 - CHANGES AND SUSPENSION

Purchaser, acting only through its authorized representative, may make changes within the general scope of this Agreement in the following: a) drawings, designs or specifications, b) quantity, c) place of shipment, and d) method of shipment or routing. Moreover, Purchaser, acting only through its authorized representative, may direct B&W TSG to suspend performance of Services hereunder for not more than thirty days—cumulative—during the term of this Agreement. In the event of any such change or suspension, an equitable adjustment shall be made in the Agreement Price and delivery schedule. A suspension of Services that lasts more than thirty days shall be treated as a termination in accordance with Article 7.

ARTICLE 16 - DELAY IN PERFORMANCE

Should B&W TSG encounter an excusable delay ("ED"), B&W TSG shall be entitled to additional performance time consistent with the duration of the ED. Moreover, B&W TSG shall not be liable to Purchaser for any expense, loss or damage to Purchaser resulting from such ED. EDs include delays caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, inability to secure materials or equipment, fuel or other energy shortages, riots, thefts, accidents, transport malfunctions, act or failure to act by the Government or Purchaser, unusual difficulty in obtaining licenses, equipment breakdown, epidemics or any other cause whatsoever beyond the reasonable control of B&W TSG, whether similar or dissimilar to those enumerated above.

ARTICLE 17 - DISPOSITION OF SAMPLES & RADIOACTIVE, HAZARDOUS OR TOXIC MATERIALS

With regard to untested Samples, tested Samples and the remains of tested Samples (collectively, "Materials"), B&W TSG may, at its sole discretion, either—(i) return the Materials to Purchaser at Purchaser's expense or (ii) dispose of the Materials at Purchaser's expense. Purchaser shall designate the disposal site for Materials. Shipment of the Materials shall be subject to Article 11. Title to the Materials shall remain at all times with the Purchaser.

ARTICLE 18 - INTERPRETATION OF DATA

B&W TSG's personnel may consult with Purchaser concerning data generated or obtained in connection with the performance of the Services under this Agreement. Purchaser, however, shall be responsible for the analysis, interpretation and use of such data (collectively, "AIU"). Purchaser agrees to indemnify and hold harmless B&W TSG for all losses and damages suffered by B&W TSG as a consequence of said AIU.

ARTICLE 19 - PROPRIETARY INFORMATION

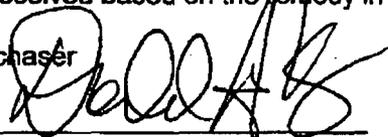
- 19.1 The parties agree that any and all information received or obtained from the disclosing party, identified as "Confidential" and/or "Proprietary" by the disclosing party, will not be used by the receiving party or disclosed to any third person without the express written consent of the disclosing party. The terms and conditions of this Agreement are confidential. These confidentiality obligations shall not apply to any information or development which (i) at the time of disclosure by disclosing party to receiving party is generally known to the trade or the public; (ii) becomes at a later date generally known to the trade or the public through no fault of receiving party and then only after said later date; (iii) is disclosed to receiving party in good faith by a third party who has an independent right to such information; (iv) is possessed by the receiving party, as evidenced by the receiving party's written records, before receipt thereof from the disclosing party; (v) is developed by the receiving party without assistance from the information received from the disclosing party, as evidenced by the receiving party's written records; or (vi) is required by a court of competent jurisdiction to be produced; provided however, receiving party shall give disclosing party notice of the request for production. This provision does not apply to deliverables submitted to the NRC under this Agreement.
- 19.2 The parties agree to require their employees, agents, subcontractors and other third parties (a) to be bound by and abide by Article 19 and (b) to limit internal dissemination of the disclosing party's confidential information to only those individuals whose duties justify their receipt of such information.

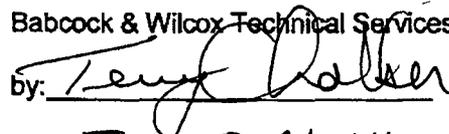
ARTICLE 20 -PERMITS AND REGULATORY REQUIREMENTS

- 20.1 B&W TSG shall be responsible for complying with all laws, rules and regulations consequent to performance of Services (to include but not limited to obtaining licenses, permits & approvals). Should there be a change after the date of this Agreement in any laws, rules or regulations that effects B&W TSG' cost of performance, the parties agree to negotiate any required changes to the contract.
- 20.2 Should the Purchaser or any third party user require any permit, license or approval for use of Deliverables, the Purchaser assumes the risk and responsibility to secure such permit, license and approval and for paying any associated costs or fees.
- 20.3 Purchaser will comply, and will cause any third party users to comply, with all laws, rules and regulations regarding the handling and use of Deliverables. Moreover, Purchaser will train or otherwise assure that users are fully knowledgeable in the handling and use of Deliverables. B&W TSG shall inform the Purchaser of the level of radioactive contamination associated with the machined test specimens.

ARTICLE 21 - BENEFIT; ENTIRE AGREEMENT

- 21.1 Any conflict between the C.9 terms and conditions (B&W TSG) and any other clauses of the contract will be resolved based on the remedy in C.9 Article 9 – CLAIMS AND DISPUTES.

Purchaser
 by: 
 Donald A. King
 Contracting Officer
 September 21, 2010

Babcock & Wilcox Technical Services Group, Inc.
 by: 
 Name: Terry B. Chalke
 Title: Director, Contracts
 Date: Sept. 22, 2010

List of Attachments:

No. of Pages

- | | |
|---|---|
| 1- Invoice/Voucher for Purchases and Services Other Than Personal | 2 |
| 2- Monthly Status Report | 2 |

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. 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).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with .001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment, for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. *Material handling costs.* When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

MONTHLY STATUS REPORT - MONTH 2010

Contract No:
Job Code:
Title:
Period of Performance:
Contractor Project Manager:
Phone Number:

Financial Summary Information - Contract

Total Contract Award Amount:
Cumulative Delivery Orders Placed:
Funds Obligated to Date:
Total Costs Incurred This Period:
Cumulative Costs to Date:
Percent Expended:
Balance of Obligated Funds Remaining:

License Fee Recovery Cost Status - Contract

Delivery/Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Common Costs

_____ No license fee recoverable costs were incurred during the reporting period.

Delivery Order Status (by Individual Delivery Order)

Delivery Order No: _____
NRC License Renewal Project Manager:

A. Financial Summary Information

Total Delivery Order Estimate:
Funds Obligated to Date:
Delivery Order Cost Incurred This Period:
Cumulative Delivery Order Costs to Date:
Percent Expended:
Balance of Obligated Funds Remaining:

B. Efforts Completed/Schedule Milestone Information

Task	Task	Task Ceiling	Task Expenditures to Date	Percentage Completed to Date	Percentage Expended to Date	Actual Completion Date
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
	11					
	12					

C. Problems Encountered/Resolution