

DDO 05620

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				AED #942713	1 8
2. AMENDMENT/MODIFICATION NO. Three (3)	3. EFFECTIVE DATE September 22, 1996	4. REQUISITION/PURCHASE REQ. NO. RFPA AED-94-271 dtd 5/30/96	5. PROJECT NO. (if applicable) RFPA rec'd 6/18/96		
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts FIP Acquisition Branch, M/S T-712 11545 Rockville Maryland Rockville, Maryland 20852	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Encore Computer Corporation 6901 West Sunrise Boulevard Fort Lauderdale, Florida 33313-4499  Principal Investigator/Technical Contact: Mel Geiger Telephone: 1-800-468-8540				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-26-94-271	
				10B. DATED (SEE ITEM 13) 9/23/94	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

682-15-11-65-60 BOC:252A 31X0200.682 AMOUNT OBLIGATED: \$751,745.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
D. OTHER (Specify type of modification and authority) X Bilateral 41 U.S.C. 253(c)(1)	

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED PAGES

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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) R. S. DeBellis, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>R. S. DeBellis</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/96
15D. UNITED STATES OF AMERICA BY <i>M. J. Mattia</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/9/96

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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PDR CONTR  
NRC-26-94-271 PDR

This modification exercises option year two of the contract, revises Sections B and C, amends Sections E, extends the period of performance and provides funding in the amount of \$751,745.00 thereby increasing the firm fixed price of the contract and the total amount obligated by \$129,909.00 to \$881,654.00. Accordingly, the contract is modified as follows:

1. SECTION B, paragraph B.3, Option Years 2, 3 and 4 are deleted and replaced with the following:

Item No.	Supplies/Services	Qty	Unit	Unit Price
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Option Year 2

0007	Trojan Computer System Upgrade Hardware in accordance with Section C	1	Lot	\$362,405
0008	Trojan Computer System Upgrade Software in accordance with Section C	1	Lot	\$ 21,922
0009	Installation	1	Lot	\$ 6,747
0010	Hardware Warranty for Trojan Simulator	1	Lot	\$ 7,788
0011	SUS Software Warranty for Trojan Simulator	1	Lot	\$ 12,701
0012	B&W Computer System Upgrade Hardware in accordance with Section C	1	Lot	\$296,320
0013	B&W Computer System Upgrade Software in accordance with Section C	1	Lot	\$ 18,765
0014	Installation	1	Lot	\$ 5,579
0015	Hardware Warranty for B&W Simulator	1	Lot	\$ 6,312
0016	Software Update Service for B&W Simulator	1	Lot	\$ 9,814

Item No.	Supplies/Services	Qty	Unit	Unit Price
0017	Software Update Service for 32/6780 Computer	1	Lot	\$ 10,311
0018	Software Update Service for two 32/9780 Computers	1	Lot	\$ 15,690
0019	Software Update Service for Shoreham Simulator	1	Lot	\$ 7,391
0020	Trade-in of Existing 32/9780 Systems			-\$ 30,000
TOTAL OPTION YEAR 2				\$751,745

Option Year 3

0021	Software Update Service for 32/6780 Computer	1	Lot	\$ 10,311
0022	Software Update Service for two 32/9780 Computers	1	Lot	\$ 15,690
0023	Software Update Service for Shoreham Simulator	1	Lot	\$ 7,447
0024	Software Update Service for Trojan Simulator	1	Lot	\$ 13,144
0025	Software Update Service for B&W Simulator	1	Lot	\$ 10,085
TOTAL OPTION YEAR 3				\$ 56,677

Option Year 4

0026	Software Update Service for 32/6780 Computer	1	Lot	\$ 10,311
0027	Software Update Service for two 32/9780 Computers	1	Lot	\$ 15,690
0028	Software Update Service for Shoreham Simulator	1	Lot	\$ 7,506

Item No.	Supplies/Services	Qty	Unit	Unit Price
0029	Software Update Service for Trojan Simulator	1	Lot	\$ 13,383
0030	Software Update Service for B&W Simulator	1	Lot	\$ 10,144
TOTAL OPTION YEAR 4				\$ 57,034

2. SECTION B, paragraph B.4 is revised to read as follows:

The firm fixed price of this contract is \$881,654.00

3. SECTION C is deleted in its entirety and replaced with the attached Statement of Work.

4. SECTION E, the following paragraph is added:

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT  
(JUN 1988)

- (a) General. This clause establishes a standard of performance which must be met before any ADP equipment delivered under this contract is accepted by the Government. This also includes replacement machines, substitute machines, and machines which are added or field modified (modifications of a machine from one model to another) after a successful performance period.
- (b) Performance Period and Effectiveness Level. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of 30 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 90 percent or more.
- (c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.

- (d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after 90 calendar days from the installation date or start of the performance period, whichever is later, the Government may at its option request a replacement or terminate the contract and request the immediate removal of the equipment.
- (e) Effectiveness Level Computations. The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.
- (f) Changes in Equipment. The effectiveness level for machines added, field-modified, or substituted, or for a replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure or the machine being tested.
- (g) Operational Use Time for System. Operational use time for performance testing for a system is the accumulated time during which the Central Processing Unit is in actual operation, including any intervals of time between the start and stop of the processing of the programs.
- (h) Operational Use Time for Equipment. Operational use time for performance testing for a machine added, field-modified, or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.
- (i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.

- (j) Start of Downtime. Downtime for each incident which occurs during the performance period shall be measured by those periods of time between the time that the Contractor is notified of equipment failure and that time that the equipment is returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel, but not in excess of three (3) hours, provided the equipment to be serviced is located not more than fifty (50) miles from the Contractor's Service Location. For equipment located beyond fifty (50) miles from a Contractor's Service Location, an additional two (2) hours travel time exclusion is permitted for each additional fifty (50) miles to a maximum of eight (8) hours. Downtime shall not occur unless all machines necessary to repair and test the equipment are made available to the Contractor. Downtime shall be computed only for failure incidents which occur during the Government's regular working hours, plus any additional hours that the Government has scheduled productive use of the equipment and has notified the Contractor of its intent to do so.
- (k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.
- (l) Machine Failure Downtime. Machine failure downtime for a machine added, field-modified, or substituted, or for a replacement machine after the system has completed a successful performance period is that period of time when such machine is inoperable due to its failure.



- (m) Minimum of Use Time. During the performance period for a system/machine, a minimum of 100 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 100 hours. Machines added, field modified and substitute machines are subject to the 100 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 100 hours use time, provided the average effectiveness for the 30 day acceptance period is equal to or better than the level specified in paragraph b above.
- (n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.
- (o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.
- (p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.
- (q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 14 consecutive days; therefore, the performance period must start not later than the 14 days after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.
- (r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

5. SECTION F, paragraph F.2 DURATION OF CONTRACT PERIOD (MAR 1987) Alternate 2 (MAR 1987), is deleted in its entirety and replaced with the following:

This contract shall commence on the effective date of award in Block 3 of the SF26 and will expire on September 22, 1997. The term of this contract may be extended at the option of the Government for an additional two one-year option periods.

6. In accordance with FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989), the first option year is hereby exercised.

7. A summary of obligations for this contract, from award date through the date of this action, is given below:

Total FY94 Obligations:	\$ 86,744.00
Total FY95 Obligations:	\$ 43,165.00
Total FY96 Obligations:	\$751,745.00

Cumulative Total of NRC Obligations: \$881,654.00

8. All other terms and conditions of the contract shall remain the same.