



## ACCOUNTING DATA (BLOCK 25 OF SF 1449)

710-15-32-30-35	31X0200.710	J1005	BOC: 3140	OBLIGATE: \$134,000.00
740-15-32-20-70	31x0200	B1458	BOC: 3140	OBLIGATE: \$ 60,145.00
			TOTAL AMOUNT OBLIGATED: \$194,145.00	

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER  Mary Jo Mattia
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

REPLACEMENT FOR THE AUTOMATED PROPERTY MANAGEMENT SYSTEM

[End of Clause]

## B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide a commercial off-the-shelf software package and all necessary personnel, services, and supplies to replace the NRC's existing property management system.

[End of Clause]

## B.3 SUPPLIES OR SERVICES AND PRICES/COSTS - BASE YEAR

BASE YEAR

Contract Line Item	Firm* Quantity	Unit	Fixed Unit Price	Amount
1.a Software/Warranty (One-Time Charge)	1	ea.	\$48,000.00	\$48,000.00
1.b Crystal Reports (One-Time Charge)	1	ea.	\$ 1,195.00	\$ 1,195.00
2. Customization	1	lot	\$14,470.00	\$14,470.00
3. Installation (One-Time Charge)				
a. Headquarters (Application Software)	1	ea.	\$39,904.00	\$39,904.00
b. Regional Offices (Access Package Only)	4	ea.	\$ 1,128.00	\$ 4,512.00
4. Testing of Software (Headquarters and Four Regional Offices)	1	lot	\$ 3,904.00	\$ 3,904.00
5. Training				
a. System Administrators	1	session	\$ 5,000.00	\$ 5,000.00
b. Property Staff	1	session	\$ 7,000.00	\$ 7,000.00
c. Property Custodians	4	sessions	\$ 4,000.00	\$16,000.00
6. Manuals				
a. Operating Manuals	2	ea.	\$ N/C	\$ N/C



**B.3 (Continued)**

	(Included in price of software)				
b.	User Manuals	2	ea.	\$ N/C	\$ N/C
	(Included in price of software)				
c.	User Manual	1	ea.	\$ N/C	\$ N/C
	(Manual shall be in WordPerfect on Diskette or CD Rom)				

The quantities reflected in the Schedule are fixed unless otherwise noted.

7.	Travel				
a.	Headquarters	6	trips	\$1,260.00	\$7,560.00
b.	Regional Office				
	- Philadelphia, PA	1	trip	\$ 800.00	\$ 800.00
	- Atlanta, GA	1	ea.	\$ 800.00	\$ 800.00
	- Chicago, IL	1	ea.	\$1,000.00	\$1,000.00
	- Dallas, TX	1	ea.	\$1,000.00	\$1,000.00
	(Note: Local travel will not be reimbursed by the Government.)				

	Estimated Quantities	Unit	Fixed Unit Price	Amount
8. Technical Support	50	hrs.	\$ 152.00	\$7,600.00
9. Data Conversion				
a. Property Records/				
Capitlized	60,000	ea.	\$ .59	\$35,400.00
Records				

TOTAL ESTIMATED COST FOR BASE YEAR: \$194,145.00

10. Property Category Field	\$ N/C	\$ N/C
11. Subsystem for Tracking Requisitions	\$ N/C	\$ N/C
(These items are included in the total price of the software.)		

**B.4 SUPPLIES OR SERVICES AND PRICES/COSTS - OPTION YEAR ONE**

	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. On-Call Maintenance	12	hrs.	\$ 147.00	\$ 1,764.00
2. Technical Support	1	yr.	\$ 7,200.00	\$ 7,200.00
3. Refresher Training	5	sessions	\$ 504.00	\$ 2,520.00
(No local travel costs will be reimbursed by the Government for local travel costs under Paragraph B.4.)				

TOTAL ESTIMATED COST FOR OPTION YEAR ONE: \$11,484.00

**B.5 SUPPLIES OR SERVICES AND PRICES/COSTS - OPTION YEAR TWO**

**B.5 (Continued)**

	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. On-Call Maintenance	6	hrs.	\$ 147.00	\$ 882.00
2. Technical Support	1	yr.	\$ 7,200.00	\$ 7,200.00
3. Refresher Training	5	sessions	\$ 497.00	\$ 2,485.00

(No local travel costs will be reimbursed by the Government for local travel costs under Paragraph B.5.)

TOTAL ESTIMATED COST FOR OPTION YEAR TWO: \$10,567.00

**B.6 SUPPLIES OR SERVICES AND PRICES/COSTS - OPTION YEAR THREE**

	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. On-Call Maintenance	6	hrs.	\$ 147.00	\$ 882.00
2. Technical Support	1	yr.	\$ 7,200.00	\$ 7,200.00
3. Refresher Training	5	sessions	\$ 511.00	\$ 2,555.00

(No local travel costs will be reimbursed by the Government for local travel costs under Paragraph B.6.)

TOTAL ESTIMATED COST FOR OPTION YEAR THREE: \$10,637.00

**B.7 SUPPLIES OR SERVICES AND PRICES/COSTS - OPTION YEAR FOUR**

	Estimated Quantities	Unit	Fixed Unit Price	Amount
1. On-Call Maintenance	6	hrs.	\$ 147.00	\$ 882.00
2. Technical Support	1	yr.	\$ 7,200.00	\$ 7,200.00
3. Refresher Training	5	sessions	\$ 502.00	\$ 2,508.00

(No local travel costs will be reimbursed by the Government for local travel costs under Paragraph B.7.)

TOTAL ESTIMATED COST FOR OPTION YEAR FOUR: \$10,592.00

[End of Clause]

**B.8 CONSIDERATION AND OBLIGATION  
(JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$194,145.00. The Contracting Officer may unilaterally increase this amount as necessary during the contract period.

(b) The amount presently obligated with respect to this contract is \$194,145.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by



**B.8 (Continued)**

written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

The US Nuclear Regulatory Commission (NRC) is required by the Federal Property and Administration Act of 1949 and the Chief Financial Officers Act to maintain adequate inventory control and accountability systems for its property assets. The agency principally meets these requirements through its automated property management system (PASS). This system controls 30,000 property items assigned to Headquarters and Regional offices including computers, calculators, printers, pagers, modems, dosimeters and other non-consumables with an acquisition cost of \$50 or more. The PASS, however, is over ten years old and becoming increasingly inefficient. During the 1994 Headquarters inventory, the system was not able to provide numerous reports requested by management. Consequently, this information was compiled through an extremely labor intensive manual process. The lack of flexibility in the system requires frequent reprogramming to meet fundamental reporting needs. Also, the agency now desires an integrated property/accounting system, the framework of which would provide for posting of financial activities related to property transactions only once without the manual intervention of accounting personnel. Finally, the platform for PASS is a Data General MV 60000 minicomputer. This platform is being phased out by the agency.

**C.2 OBJECTIVES**

The NRC is seeking a commercial off-the-shelf software package and all services and supplies necessary to replace its existing property management system. The product must provide state-of-the-art property management tools, operate on a Local Area Network (LAN) client-server based system architecture. It is desirable that the system provide automated input to and automated reconciliation with the agency's Federal Financial System (FFS) general ledger. The contractor must also have the capability to provide the following support services: data conversion, systems integration, training, maintenance and technical assistance.

The NRC presently has Intel or 100% compatible processors. The standard workstation configuration consists of an 80486/33Mhz system unit containing an average 400MB hard drive and 8MF Ram, and a 15" SVGA color monitor. The operating system is DOS version 5.0 and above coupled with Windows 3.1. The NRC LANS are configured as 16Mbps Token Rings using a physical star topology on twisted pair cable (IBM Type 1). The product must be able to work within a local/wide area network and desktop environment,

**C.2 (Continued)**

preferably supporting client/server architecture.

**C.3 SCOPE OF WORK**

C.3.1 The contractor shall supply a commercial off-the-shelf software package and all services and supplies to replace the agency's existing property management system that meets all of the requirements delineated in Paragraph C.4.2 - "Software Requirements" of this Statement of Work. Additionally, the contractor shall provide the following services described in this Statement of Work: (1) customize the software product as necessary; (2) provide for installation and testing of the system; (3) provide for conversion of the data contained in the PASS; (4) provide training for all potential users of the system; and 5) provide maintenance and technical support for the system.

C.3.2 The contractor shall provide the Project Officer with an implementation plan prior to the initiation of any work, for installation, data conversion, testing, acceptance, training, and associated documentation (i.e., operator/user manuals) no later than twenty (20) days after contract award.

C.3.3 The contractor shall provide the user with on-call maintenance and technical support services (refer to Paragraph C.9 - "Maintenance and Technical Support"); user manuals (refer to Paragraph C.11); and training support services (refer to Paragraph C.12) as specified in this Statement of Work. Travel associated with this requirement is delineated in Paragraph "C.13 - Travel" of this Statement of Work.

C.3.4 The contractor shall provide the software and services necessary to maintain, update and modify the software package to ensure the system meets the NRC's needs.

C.3.5 The contractor shall provide project management support to ensure the project meets all stated deadlines and provide quality assurance for all services rendered.

**C.4 Hardware and Software****C.4.1 Hardware Requirements**

C.4.1.a The contractor shall not be required to provide any hardware under this contract.

**C.4.2 Software Requirements**

C.4.2.a The contractor shall furnish a current release off-the-shelf software package for installation within NRC's local area network environment that meets the following mandatory requirements (refer to Subparagraph C.8.2):

## C.4 (Continued)

## 1. Property Management (Mandatory Requirements)

a. Generate ad hoc management reports with capability to integrate all combinations of available data fields.

b. Maintain standard and NRC specific property data field records and user records. Mandatory data fields include:

- Purchase Order Number
- Property Tag Number
- Item Description
- Serial Number
- Model Number
- Location Code
- Acquisition Number
- Acquisition Cost
- Acquisition Date
- Manufacturer
- National Stock Number
- Organizational Account Code
- User Name
- Property Custodian
- Transaction Code (including User ID)
- Vendor name, address, and telephone number

c. Create audit trails for all property transactions including the capability to archive all such transactions.

d. Contain a state-of-the-art inventory control subsystem supported by a scanner/barcode capability. The subsystem must provide the capability to upload data from the scanner, match data and print exception reports.

e. Provide a maintenance history for each item of equipment.

- Maintain self-calculating depreciation schedules.

Desirable Requirement: It is desirable that the software:

- (1) have a property category field with up to five (5) user defined data elements. For example, if the item is a monitor, this additional element would delineate monitor size, dot pitch, etc. In this connection, this field or an associated field should be able to record betterment.
- (2) a subsystem for tracking requisitions for property and warehouse services with interaction between related subsystems and capability to create audit trails.

**C.4 (Continued)****2. Security (Mandatory Requirement)**

- Provide audit controls through trails and records detailed enough to ensure all transactions can be verified and attributed to the individual initiating any transaction, including producing requisite audit logs.
- Provide protection for sensitive information such as employee social security numbers.
- Provide barriers between users and protected resources including different levels of access for system administrators, property custodians, and property personnel. Generic levels of access are as follows:
  - Level I - Full access with the ability to delete records, update tables and change security assignments
  - Level II - Access to all fields. No ability to delete or change security access or change passwords.
  - Level III - Access to organizational account only with capability to change location codes.
  - Level IV - Access to individual records on a read-only basis.
- Provide security measures through password use, including log-on limitations, access levels based on password assignment and an audit function to detect and document all access and attempted access.

**C.5 Installation**

C.5.1. The contractor shall perform all services necessary to install and modify as necessary its software package to meet the agency's requirements including all necessary interfaces and conform to the following operating environment. The contractor shall install the product at NRC Headquarters and the access package at the agency's four regional offices located in Philadelphia, Atlanta, Chicago and Dallas.

C.5.2 The NRC presently has installed approximately 4,200 microcomputers with Intel or 100% compatible processors. The NRC standard workstation configuration consists of an 80486/33Mhz system unit containing an average 400MB hard drive and 8MB RAM, and a 15" SVGA color monitor. The operating system is DOS version 5.0 and above coupled with Windows 3.1.

**C.5 (Continued)**

C.5.3. The NRC LANs are configured as 16 Mbps Token Rings using a physical star topology on twisted pair cable (IBM Type 1). To facilitate network management and reliability, the agency uses active concentrators and router technology for connecting workstations to network resources. The database servers used in NRC's client-server environment are typically IBM RS/6000 machines running the AIX 3.2.5 operating system.

C.5.4 The system must be capable of supporting a minimum of 16 concurrent users and maintaining at least 60,000 records. Installation shall be completed no later than 60 days after contract award.

**C.6 Data Conversion**

C.6.1 The contractor shall provide all services necessary to convert the data (60,000 records) currently in the PASS to the format contained in the new system. The contractor shall develop a conversion table based on the fields contained in the old and the new system. The Project Officer will provide the contractor with all necessary information to make the proper conversion when there is not an identical one-to-one relationship for corresponding data fields or elements thereof. The contractor shall make whatever modifications to the software necessary to accommodate the data information requirements of the NRC. The contractor shall be responsible for downloading the data from PASS to the new system and validating accuracy. (Refer to Section J - Attachment 3 for a sample copy of an NRC Property Data Base Maintenance Record.)

C.6.2 Additionally, the contractor shall take the current depreciated value of NRC capitalized equipment (approximately 1,000 records) as recorded in the accounting system and update the corresponding converted property record in the new system. The conversion methodology will be the same as stated for the PASS system. Data conversion shall be completed 30 days after installation.

**C.7 Testing**

C.7.1. Upon completion of installation and data conversion, a 60-day consecutive test period shall commence for inspection and acceptance of the system by the NRC. A team of NRC employees, headed by the System Administrator will test the performance of the system during this period through normal usage. The team must determine the system is performing acceptably. System response times shall be no greater than 3 seconds from the time the information is entered until the appropriate screen is displayed. The Project Officer will report to the contractor any discrepancies between actual and required performance of the



**C.7 (Continued)**

system. Should a discrepancy be determined, testing shall be extended at the discretion of the Government. Discrepancy reports will be given to the Contractor by the NRC Project Officer in writing.

**C.8 Warranty**

C.8.1 The contractor shall provide, at a minimum, a one year warranty period commencing upon completion of testing and acceptance of the software. During this period, any problems or errors related to the software or any services provided by the contractor under this Statement of Work shall be corrected by the contractor at no cost beyond the obligated amount or contract ceiling amount. Errors are defined as items that do not perform as specified in Paragraph C.4.2 - Software Requirements of the Statement of Work.

**C.8.a Upgrades**

C.8.1.a When a new release or upgrade of the software product becomes available, the contractor shall, at the NRC's option, install the release on the Agency's operating environment at no additional cost or obligation to the Government beyond the contract ceiling amount. The contractor shall also provide corresponding updates to the Users Manuals as described under Paragraph C.11 and provide training as specified under Paragraph C.12 of this Statement of Work.

**C.9 Warranty/Maintenance and Technical Support Services**

C.9.1 The contractor shall provide on-call maintenance during the base year and during any option periods exercised during the term of this contract. Maintenance shall cover the operating system, the application software, interfaces and the database. The contractor shall also provide technical support through a representative trained to troubleshoot software problems and provide advice and guidance on the system's operation to all users. On-call maintenance shall be provided Monday through Friday 8:00 a.m. to 4:30 p.m. (Eastern Standard/Daylight Savings Time) excluding Federal holidays. The contractor shall provide maintenance personnel within four hours of the time the call is placed. The System Administrator or Alternate will place all maintenance calls. The contractor shall provide all necessary services and supplies required to correct the problem.

C.9.2 The technical support shall be provided via toll-free telephone, Monday through Friday, 8:00 a.m. to 4:30 p.m. (Eastern Standard/Daylight Savings Time) excluding Federal holidays. Technical support shall be provided for operational issues which arise after system installation. For example, changing the sequence an operator enters data or creating additional database

**C.9 (Continued)**

queries. A contractor representative shall contact the System Administrator or the person placing the call, when appropriate, within one hour after the call has been placed. When necessary, the contractor's representative shall come to the NRC site to correct the problem.

**C.10 Maintenance and Technical Support (Optional)**

C.10.1 After expiration of the warranty period for the base year of the contract, the contractor may be required to provide on-call maintenance and technical support. Maintenance and Technical Support services to be provided shall conform to the same requirements as specified during the base year of the contract. Should the NRC determine that these services are required, a unilateral modification will be issued by the NRC Contracting Officer at the firm fixed price reflected in the Schedule of Prices.

**C.11 Operating and User Manuals**

C.11.1 The contractor shall provide two copies of an Operating Manual detailing the complete functional specifications of the system. This manual shall also discuss report generation capabilities. The contractor shall also provide 2 copies of the Users Manual describing operating procedures for use of the system in WordPerfect format on Diskette or CD Rom. All manuals required under this contract shall be delivered to the NRC Project Officer on or before the time of installation of the software.

**C.12 Training****C.12.1 System Administrator Training**

The contractor shall provide on-site hands on training for complete systems management and operation for two NRC staff members. The training shall include, at a minimum, the following topics:

- Operating Systems and Interfaces
- Application Software
- System Configuration
- Data Communications
- File Management and System Administration
- Restart/Recovery Procedure
- System Diagnostics Routine
- System Backup
- Table and Security Updating

**C.12.2 User Training**

**C.12 (Continued)**

a. Provide at the NRC Headquarters location, on-site, hands on training for up to 70 users of the system. Classes shall be further divided for property management staff and property custodians. The Government anticipates initial training of one session consisting of twelve hours instruction for System Administrators; one session consisting of sixteen hours of instruction for the property staff; and four sessions consisting of eight hours each of instruction for the property custodians.

The basis for the training shall be the Users Manuals as described in Paragraph C.11 - Operating and User Manual. Training shall be conducted within 30 days after acceptance of CLIN 4 - Testing of Software as reflected under Paragraph B.3.4 of this contract.

b. The contractor shall also provide refresher training (Optional Requirement) if an updated version of the software package is provided to the NRC. Refresher training is not anticipated to exceed a total of five, one-hour sessions. The date for refresher training shall be mutually agreed upon between the NRC Project Officer and the Contractor at the fixed price established in the Schedule. However, any refresher training required and scheduled must be conducted within the current option year being exercised.

**C.13 Travel**

C.13.1 The contractor shall be required to travel to the following locations for performance of work under this contract:

- o One, one-person trip to Philadelphia, Pennsylvania
- o One, one-person trip to Dallas, Texas
- o One, one-person trip to Atlanta, Georgia
- o One, one-person trip to Chicago, Illinois
- o Six, two-person trips to Rockville, Maryland

No local travel costs will be reimbursed by the Government for any travel within the Washington, Metropolitan area.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

[End of Clause]

**E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

**E.3 Standard of Performance and Acceptance of Software**

This clause establishes a standard of performance which must be met before software delivered under this contract is accepted by the Government.

**(a) Performance Period (For Testing and Acceptance)**

The performance period shall begin on the day following the installation date, and shall end when the software has met the standard of performance for a period of sixty (60) consecutive (calendar) 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 Section C.7.1, whereby the system response times shall be no greater than three (3) seconds from the time the information is entered until the appropriate screen is displayed.

**(b) Continuance of Performance Period**

If the software does not meet the standard of performance during the initial sixty (60) consecutive days, the performance period shall continue on a day-by-day basis until the standard of

**E.3 (Continued)**

performance is met for a total of thirty (30) consecutive days.

(c) Failure to Meet Standard of Performance

If the software fails to meet the standard of performance after ninety (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 for default and request the immediate removal of the software.

(d) Operational Use Time

Operational use time for performance testing for software is the accumulated time during which the software is in actual use, including any intervals of time between the start and stop of the processing of the programs.

(e) System Failure Downtime

System failure downtime is that period of time during which the scheduled productive workload, being used for acceptance testing cannot be continued on the system due to software failure.

(f) Start of Downtime

Downtime for each incident shall start from the time the Government reports (or makes a bonafide attempt to contact the Contractor's designated representative) the problem until the system is placed in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel (but not in excess of one hour on each day such services were requested). At the request of the Contractor, the Government shall make available not only the failed software, but also those machines which the Contractor must use to rectify the problem."

**E.4 Date of Acceptance**

The Government shall not accept software and shall not pay charges until the standard of performance is met. Upon successful completion of the sixty (60) day performance test period, the Government will provide the Contractor with a written notice of acceptance, identifying the actual date of acceptance and retroactively establishing the first day of the successful sixty (60) day performance period.



**E.5 Daily Records**

The Government shall maintain appropriate daily records to satisfy the requirements of Paragraph E.3 - Standard of Performance and Acceptance of Software."

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on 11/12/96 and will expire on 11/11/97. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 4 years.

[End of Clause]

F.3 SCHEDULE - IMPLEMENTATION PLAN, INSTALLATION, DATA  
CONVERSION, TESTING

The contractor shall provide the following items to the NRC Project Officer by the specified due date:

DELIVERABLE	DELIVERY DATE
Implementation Plan	20 days after contract award
Installation	
a. Headquarters	60 days after contract award
b. Regional Offices	60 days after contract award
Data Conversion	30 days after installation
Training	Within 30 days after testing and acceptance
Refresher Training	(Optional Requirement) To Be

## F.3 (Continued)

Determined by the NRC

## F.4 MONTHLY TECHNICAL AND FINANCIAL STATUS REPORT

The Contractor shall provide a Monthly Technical and Financial Status Report to the Project Officer and the Contracting Officer. The report is due 15 days after the end of the report period and it must identify the title of the project, the contract number, job code number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following:

- a description of work completed for the period
- a summary of work completed to date
- costs for the period and cumulative to date
- percentage of funds expended to date compared to percent of work completed to date
- work to be accomplished during the next reporting period
- problems encountered during the reporting period and recommendation(s) for solution

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY  
ALTERNATE 1 (JAN 1993)**

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

Name: William H. Foster

Address: U.S. Nuclear Regulatory Commission  
Property Management Branch - T7-L27  
Division of Facilities and Property Mgmt.  
Office of Administration  
Washington, D.C. 20555

Telephone Number: (301) 415-7457

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

**G.2 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT**

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881,

## G.2 (Continued)

entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

David S. Halwig  
Katherine A. Hamilton  
Dale F. Knight  
Sarah Jackson

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract



**H.1 (Continued)**

price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

**H.2 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)**

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

**H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

The Government will not provide any equipment/property under this contract.

[End of Clause]

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	AUG 1996
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL 1996
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-3	PATENT INDEMNITY	APR 1984
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.244-5	COMPETITION IN SUBCONTRACTING	JANUARY 1996
52.248-1	VALUE ENGINEERING	MAR 1989

## I.1 (Continued)

NUMBER	TITLE	DATE
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY--MODIFICATION (SEP 1995)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] \_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining

## I.2 (Continued)

to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

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[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

## I.2 (Continued)

- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 (INTENTIONALLY LEFT BLANK)I.4 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I  
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are

**I.4 (Continued)**

estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 11/11/97.

[End of Clause]

**I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

**I.6 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEMS**



## I.6 (Continued)

The Government may require the delivery of the numbered line item identified in the Schedule as an option item at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree."

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	Payment Information Form SF 3381 - ACH Payment System
03	NRC Property Data Base Maintenance Record

BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS

[INSERT BILLING INSTRUCTIONS HERE]

PAYMENT INFORMATION FORM SF 3381  
ACH VENDOR PAYMENT SYSTEM

[INSTERT FORM HERE]

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY  
ALTERNATE 1 (JAN 1993)

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

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Address: U.S. Nuclear Regulatory Commission  
Property Management Branch - T7-D27  
Division of Facilities and Property Mgmt.  
Office of Administration  
Washington, D.C. 20555

Telephone Number: (301) 415-7457

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
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- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT

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To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881,