

05624

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER RS-IRM-97-171		PAGE OF PAGES 1 33	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				2. CONTRACT NUMBER NRC-33-97-171		3. AWARD/EFF. DATE 01/01/97	
4. ORDER NUMBER				5. SOLICITATION NUMBER RS-IRM-97-171		6. SOLICITATION ISSUE DATE 06/28/96	
7. FOR SOLICITATION INFORMATION CALL		a. NAME P. Kinney		b. TELEPHONE NUMBER (No Collect Calls) (301) 415-6576		8. OFFER DUE DATE/LOCAL TIME 07/26/96 2:00 P.M.	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES <input type="checkbox"/> 8(A) SIC: 7378 FSC: SIZE STANDARD: \$14.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
U.S. Nuclear Regulatory Commission Division of Contracts FIP Acquisition Branch Mail Stop T712 Rockville, Maryland 20852				15. DELIVER TO CODE 0 U.S. Nuclear Regulatory Commission Information Resources Management 11545 Rockville Pike Rockville, Maryland 20852		16. ADMINISTERED BY CODE See Block 9	
17a. CONTRACTOR/OFFEROR CODE 098700362 Data General Corporation 4400 Computer Drive Westboro, Massachusetts 01580				FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Accounting Section Washington, DC 20555	
TELEPHONE NO. (508) 898-6880				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/>			
18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM							
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE ADDENDA A.1 THROUGH A.5 FOR SCHEDULE OF SUPPLIES/SERVICES				23. UNIT PRICE	
						24. AMOUNT	
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA B&R#710-15-32-30-30 Job: B1663 BOC: 2572 APP# 31X0200.710				26. TOTAL AWARD AMOUNT (For Govt Use Only) \$ 208,341.60			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO <input checked="" type="checkbox"/> FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE RS-IRM-97-171 OFFER DATED 7/23/96 & 11/15/96. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: 1 through 20 <input checked="" type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>David W. Dorr</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary Jo Mattia</i>			
30b. NAME OF SIGNER (TYPE OR PRINT) DAVID W. DORR MAJOR OPPORTUNITIES MANAGER				30c. DATE SIGNED 12/27/96		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary Jo Mattia, Contracting Officer	
31c. DATE SIGNED 12/18/96							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32e. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
32f. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32g. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

9612310149 961227  
PDR CONTR  
NRC-33-97-171 PDR

STANDARD FORM 1449 (10-95)  
Prescribed by GSA-FAR (48 CFR) 53.212

## TABLE OF CONTENTS

PAGE

## ADDENDA

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24	
A.1 SUPPLIES/SERVICES - BASE PERIOD OF PERFORMANCE . . . . .	2
A.2 SUPPLIES/SERVICES - OPTION YEAR ONE . . . . .	2
A.3 SUPPLIES/SERVICES - OPTION YEAR TWO . . . . .	3
A.4 SUPPLIES/SERVICES - OPTION YEAR THREE . . . . .	4
A.5 SUPPLIES/SERVICES - OPTION YEAR FOUR . . . . .	5
CONTRACT CLAUSES . . . . .	7
B.1 STATEMENT OF WORK . . . . .	7
B.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL . . . . .	13
ITEMS (AUG 1996)	
B.3 52.217-7 Option for Increased Quantity -- Separately Pr . . . . .	17
Item (MAR 1989)	
B.4 52.217-8 Option to Extend Services (AUG 1989) . . . . .	17
B.5 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE . . . . .	17
(JUN 1988) CLIN 0001	
B.6 CONSIDERATION AND OBLIGATION--REQUIREMENTS . . . . .	18
B.7 52.216-18 ORDERING (OCT 1995) . . . . .	18
B.8 52.216-19 ORDER LIMITATIONS (OCT 1995) . . . . .	18
B.9 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I . . . . .	19
(APR 1984)	
B.10 ORDERING PROCEDURES (MAY 1991) . . . . .	20
B.11 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRI . . . . .	21
LINE ITEM (MAR 1989)	
B.12 52.217-9 OPTION TO EXTEND THE TERM OF THE . . . . .	21
CONTRACT (MAR 1989)	
B.13 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . .	21
ALTERNATE 3 (MAR 1987)	
B.14 PACKAGING AND MARKING (MAR 1987) . . . . .	21
B.15 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . .	22
B.16 MAINTENANCE REQUIREMENTS (ADP SYSTEM/EQUIPMENT) . . . . .	22
(MAR 1987)	
B.17 USE OF AUTOMATED CLEARING HOUSE (ACH) . . . . .	23
ELECTRONIC PAYMENT	
B.18 NRCAR 2052.204-70 SECURITY (SEP 1993) . . . . .	23
B.19 SECURITY REQUIREMENTS FOR AUTOMATED DATA . . . . .	26
PROCESSING SERVICES (FEB 1995)	
B.20 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY . . . . .	28
ALTERNATE 1 (JAN 1993)	
B.21 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO . . . . .	29
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL	
ITEMS (AUG 1996)	
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS . . . . .	33
C.1 ATTACHMENTS (MAR 1987) . . . . .	33
C.2 EXHIBITS . . . . .	33

# ADDENDA

## CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

### A.1 SUPPLIES/SERVICES - BASE PERIOD OF PERFORMANCE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Preventive and Remedial Maintenance for Principal Period from 8:00 a.m. to 5:00 p.m. Monday through Friday. (Includes access to DG customer support center 24 hours, seven days a week.)	12	MOS	\$13,386.80	\$160,641.60
0002	Preventive Maintenance Outside the Principal Period.	78	HRS	\$ 150.00 (Estimated)	\$ 11,700.00
0003	On-Call Maintenance Outside the Principal Period.	240	HRS	\$ 150.00 (Estimated)	\$ 36,000.00
TOTAL AMOUNT FOR BASE YEAR OF CONTRACT:					\$208,341.60

#### OPTIONAL SERVICES

0004	24X7 COVERAGE	see exhibits for individual prices			
	MV/60000 (exhibit 4)				
	ILS MV/15000 (exhibit 5)				
	MV/9600 (exhibit 6)				
	MV/10000 (exhibit 7)				

The NRC reserves the right to obtain preventive and remedial maintenance 24 hours, 7 days a week on any of the equipment specified in exhibits 4 through 7 which are the Computer Equipment and Monthly Maintenance Price lists. The prices for maintenance services on each piece of equipment are provided in the exhibits. These services may be selected instead of the 8:00 to 5:00 coverage.

### A.2 SUPPLIES/SERVICES - OPTION YEAR ONE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
------	-------------	-----	------	------------	-------

## A.2 (Continued)

0005	Preventive and Remedial Maintenance for Principal Period from 8:00 a.m. to 5:00 p.m. Monday through Friday. (Includes access to DG customer support center 24 hours, seven days a week.)	12	MOS	\$13,386.80	\$160,641.60
0006	Preventive Maintenance Outside the Principal Period.	78	HRS	\$ 150.00	\$ 11,700.00 (Estimated)
0007	On-Call Maintenance Outside the Principal Period.	240	HRS	\$ 150.00	\$ 36,000.00 (Estimated)

TOTAL AMOUNT FOR OPTION YEAR ONE: \$208,341.60

### OPTIONAL SERVICES

0008	24X7 COVERAGE	see exhibits for individual prices			
	MV/60000 (exhibit 4)				
	ILS MV/15000 (exhibit 5)				
	MV/9600 (exhibit 6)				
	MV/10000 (exhibit 7)				

The NRC reserves the right to obtain preventive and remedial maintenance 24 hours, 7 days a week on any of the equipment specified in exhibits 4 through 7 which are the Computer Equipment and Monthly Maintenance Price lists. The prices for maintenance services on each piece of equipment are provided in the exhibits. These services may be selected instead of the 8:00 to 5:00 coverage.

## A.3 SUPPLIES/SERVICES - OPTION YEAR TWO

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0009	Preventive and Remedial Maintenance for Principal Period from 8:00 a.m. to 5:00 p.m. Monday through Friday. (Includes access to DG	12	MOS	\$13,386.80	\$160,641.60

### A.3 (Continued)

customer support center  
24 hours, seven days a week.)

0010	Preventive Maintenance Outside the Principal Period.	78 HRS	\$ 150.00	\$ 11,700.00
		(Estimated)		
0011	On-Call Maintenance Outside the Principal Period.	240 HRS	\$ 150.00	\$ 36,000.00
		(Estimated)		

TOTAL AMOUNT FOR OPTION YEAR TWO: \$208,341.60

#### OPTIONAL SERVICES

0012	24X7 COVERAGE	see exhibits for individual prices		
	MV/60000 (exhibit 4)			
	ILS MV/15000 (exhibit 5)			
	MV/9600 (exhibit 6)			
	MV/10000 (exhibit 7)			

The NRC reserves the right to obtain preventive and remedial maintenance 24 hours, 7 days a week on any of the equipment specified in exhibits 4 through 7 which are the Computer Equipment and Monthly Maintenance Price lists. The prices for maintenance services on each piece of equipment are provided in the exhibits. These services may be selected instead of the 8:00 to 5:00 coverage.

### A.4 SUPPLIES/SERVICES - OPTION YEAR THREE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0013	Preventive and Remedial Maintenance for Principal Period from 8:00 a.m. to 5:00 p.m. Monday through Friday. (Includes access to DG customer support center 24 hours, seven days a week.)	12	MOS	\$13,386.80	\$160,641.60
0014	Preventive Maintenance Outside the Principal Period.	78 HRS	\$ 150.00	\$ 11,700.00	
		(Estimated)			
0015	On-Call Maintenance				

A.4 (Continued)

Outside the Principal  
Period.

240 HRS \$ 150.00 \$ 36,000.00  
(Estimated)

TOTAL AMOUNT FOR OPTION YEAR THREE:

\$208,341.60

OPTIONAL SERVICES

0016 24X7 COVERAGE

see exhibits for individual prices

MV/60000 (exhibit 4)  
ILS MV/15000 (exhibit 5)  
MV/9600 (exhibit 6)  
MV/10000 (exhibit 7)

The NRC reserves the right to obtain preventive and remedial maintenance 24 hours, 7 days a week on any of the equipment specified in exhibits 4 through 7 which are the Computer Equipment and Monthly Maintenance Price lists. The prices for maintenance services on each piece of equipment are provided in the exhibits. These services may be selected instead of the 8:00 to 5:00 coverage.

A.5 SUPPLIES/SERVICES - OPTION YEAR FOUR

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0017	Preventive and Remedial Maintenance for Principal Period from 8:00 a.m. to 5:00 p.m. Monday through Friday. (Includes access to DG customer support center 24 hours, seven days a week.)	12	MOS	\$13,386.80	\$160,641.60
0018	Preventive Maintenance Outside the Principal Period.	78	HRS	\$ 150.00 (Estimated)	\$ 11,700.00
0019	On-Call Maintenance Outside the Principal Period.	240	HRS	\$ 150.00 (Estimated)	\$ 36,000.00

TOTAL AMOUNT FOR OPTION YEAR FOUR:

\$208,341.60

OPTIONAL SERVICES

A.5 (Continued)

0020 24X7 COVERAGE

see exhibits for individual prices

MV/60000 (exhibit 4)

ILS MV/15000 (exhibit 5)

MV/9600 (exhibit 6)

MV/10000 (exhibit 7)

The NRC reserves the right to obtain preventive and remedial maintenance 24 hours, 7 days a week on any of the equipment specified in exhibits 4 through 7 which are the Computer Equipment and Monthly Maintenance Price lists. The prices for maintenance services on each piece of equipment are provided in the exhibits. These services may be selected instead of the 8:00 to 5:00 coverage.

TOTAL AMOUNT FOR BASE YEAR AND FOUR OPTION YEARS \$1,041,708.00

## CONTRACT CLAUSES

### B.1 STATEMENT OF WORK

#### B.1.1 BACKGROUND

The Nuclear Regulatory Commission (NRC) currently has four Data General Computers. These computers support critical NRC production systems which include payroll, personnel, accounting and budget, property, and document control. It is essential that these systems be kept operational in order for NRC to meet its mission.

#### B.1.2 SCOPE

The Contractor shall furnish the necessary qualified labor, repair parts, maintenance supplies, tools, test equipment, transportation, documentation, maintenance diagnostic routine, and otherwise do all things necessary for or incidental to the achievement of a 90% effective operating of the computer and peripheral equipment listed under Exhibits 4-7.

#### B.1.3 LOCATION OF EQUIPMENT

The equipment listed in Exhibits 4-7 is currently located as follows:

MV/60000	Two White Flint North Building
MV/15000	11545 Rockville Pike
	Rockville, Maryland
MV/9600	One White Flint North Building
	11555 Rockville Pike
	Rockville, Maryland
MV/10000	ANSTEC Inc.
	Suite 130
	40 W. Gude Dr.
	Rockville, Maryland

#### B.1.4 DEFINITIONS

1. Period of Downtime: Downtime shall commence when contact is made personally or by telephone, whichever is earlier with the Contractor's maintenance representative or the Contractor.

Downtime shall end when the system and/or machine is returned to the Government in operable condition, including operating software regeneration, if required, ready to perform the schedule workload.

B.1 (Continued)

2. Principal Period of Maintenance: 8:00 a.m. to 5:00 p.m., Monday through Friday.

B.1.5 SERVICE REQUIREMENTS

1. Maintenance Representative - The Contractor shall have a maintenance representative who is reachable by telephone, or page service, 24 hours a day, every day of the week including weekends and holidays. The Contractor shall provide a method for the NRC to contact the Contractor at no charge to the Government.
2. Preventive Maintenance - The Contractor shall perform preventive maintenance on all equipment as recommended by the Original Equipment Manufacture (OEM). The Project Officer will notify the Contractor of the specific dates and times ten (10) days prior to the preventive maintenance check. Scheduled maintenance should cause minimal equipment downtime, and shall include as a minimum, an inspection of all major components. Equipment exhibiting deteriorated performance should be repaired with components that meet the original manufacturer's specifications.
3. Remedial Maintenance - The Contractor shall provide remedial maintenance services at all locations during the principal period of performance after notification that the equipment is inoperative. Remedial maintenance shall not include electrical work external to the equipment, the furnishing of supplies and adding or removing accessories or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power or air conditioning or humidity control, or cause other than ordinary use.
4. On-Call Maintenance Service - The Contractor shall provide on-call maintenance service on all equipment at all locations outside the principal period of maintenance after notification that the equipment is inoperative. The Contractor shall provide continuous technical effort until service is restored and the equipment resumes its original operating condition. On-call maintenance shall include the disassembly of any equipment cited hereunder in preparation for shipment and subsequent reassembly when the shipment is completed. On-call maintenance shall include transferring peripherals or boards from one system to another.
5. Engineering Change Order (ECO) and Controller Microcode -The contractor shall maintain complete upgrade compatibility of all boards with the latest ECO/revision level as well as complete upgraded compatibility of all control-microcodes as

B.1 (Continued)

required to ensure integrity of the equipment with the latest operating system that pertains to those items of equipment covered by this contract. The Contractor shall confer with the NRC Project Officer, and likewise the NRC Project Officer will confer with the Contractor, regarding any upgrade compatibility changes that may occur and would appear to bear particular significance for the viability of the equipment covered by this contract. Only upon approval by the NRC Project Officer shall the Contractor install these upgrade ECO's or controller microcode changes. These changes shall be made at no cost to the Government.

6. Service Call Procedures - The NRC Project Officer or designee will notify the Contractor by telephone of the need for service. At the time the request for service is made, the Contractor will be provided with the type and location of the equipment, applicable serial number and description of the problem, if known. The Contractor shall arrive at the designated location(s) within the response times designated herein. Once the technician arrives at a site, the NRC Project Officer or the designee shall be notified by the technician that service has commenced. During normal working hours, the technician will notify the Project Officer, or designee, when the service call is complete and the system has been checked and tested and found to be working properly. After 5:00 P.M. or other non-normal duty hour procedures, the technician will notify the onsite Project Officer or designee when the service call is completed. All authorized requests for service issued are subject to the terms and conditions of this contract.
7. Response Time - The Contractor's maintenance personnel shall arrive at the designated location within three (3) hours of the time that the NRC Project Officer or the designee notifies the Contractor that the service is required.
8. Malfunction Reports - At the completion of each repair, the Contractor shall submit to the Project Officer or designee, a signed malfunction incident report which is entered into the systems log book. The report shall include as a minimum:
  - a. The date and time the Contractor was notified.
  - b. The date and time of arrival
  - c. Type and serial number(s) of the equipment.
  - d. Chargeable time spent for repair.
  - e. Description of the malfunction and corrective action taken.
  - f. Replacement parts.

B.1 (Continued)

B.1.6 NON-CHARGEABLE MAINTENANCE ITEMS

There shall be no additional charges for:

- a. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc. after a service call has commenced.
- b. Maintenance required within a 48-hour period due to recurrence of the same malfunction.
- c. Remedial maintenance which was begun during the principal period of maintenance and continues beyond the principal period of maintenance or when the Contractor was notified during the principal period of maintenance. Maintenance requested and authorized by the Government outside the principal period of maintenance shall be subject to the maintenance rates set in Section B.
- d. Acceptance testing of new replacement equipment, required by the Contractor for the purpose of being covered under this maintenance agreement.

B.1.7 SPARE PARTS, INVENTORY, TOOLS, INSTRUMENTS

The contractor shall maintain an inventory and provide spare parts necessary to properly and efficiently maintain the equipment for the life of the contract. This inventory shall contain as a minimum the recommended spare parts lists provided by the vendor. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. These parts shall provide the same mean time between failure rates as listed by the original manufacture when new. These parts shall be available for installation within 1/2 hour of problem diagnosis. In the event that the parts fail, the Contractor must have backup parts within a maximum of 24 hours. All diagnostic tools required for repair of said equipment should be available within the Washington D.C. Metropolitan Area. Parts which have been replaced shall become the property of the Contractor.

The Contractor shall maintain complete upgraded compatibility as required in Section B.1.5, paragraph 5, on all required spare and inventory under this contract.

## B.1 (Continued)

### B.1.8 DOCUMENTATION

The contractor shall provide all documentation, software manuals, diagnostic routines and any other aids (hereinafter called documentation) necessary to perform maintenance under this contract.

### B.1.9 RESPONSIBILITIES OF THE GOVERNMENT

Government personnel will not perform maintenance or attempt repairs to equipment when such equipment is under the purview of this contract unless agreed in writing by the Contractor. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained. The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the Original Manufacture (OEM).

### B.1.10 CHANGES TO EQUIPMENT

The Government reserves the right to add, replace, delete, or transfer from one computer to another, equipment being furnished maintenance services under the general scope of this contract. Such additions or replacements will be considered a change within the meaning of the "changes" clause in the contract. If any such addition or replacement of equipment causes an increase or decrease in the cost of, or the time required for performance of any of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly as indicated on the "changes" clause in this contract.

Should the Government make alterations or install attachments which affect the maintenance of this equipment, the continuation of maintenance service on this equipment shall be subject to mutual agreement, pursuant to the "changes" clause. Should the alternations or attachments increase the maintenance costs to the Contractor, additional maintenance charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the Contractor may discontinue maintenance service on the hazardous equipment.

The Government, at its option, may discontinue the services for some of the systems, in whole or part, by providing written notice to the contractor pending definitization of a modification pursuant to the "Changes" clause. This written notice will be provided no later than the first working day of the month prior to the effective date of the discontinuing maintenance.

## B.1 (Continued)

### B.1.11 CONTRACTOR ALTERATIONS

Proposed Contractor sponsored alterations to equipment shall be made only with the written consent of the Contracting Officer. Such additions or replacements will be considered a change within the meaning of the "changes" clause in the contract. Appropriate modifications of the contract shall be negotiated for each alteration which either enhances the value of the system to the Government or decreases the overall maintenance cost.

### B.1.12 MOVEMENT OF EQUIPMENT

In the event the equipment being maintained under the terms and conditions of this contract is moved to another location within Montgomery County, Maryland, the terms and conditions of this contract shall continue to apply. If the equipment must be moved outside the Contractor's designated service area, then the continued applicability of this contract shall be subject to mutual agreement.

Maintenance charges shall be suspended on the day of dismantling of the equipment in preparation for shipment. Maintenance charges shall be reinstated on the day the Contractor begins reassembly of the equipment. The Government shall be charged for disassembly and reassembly at the applicable on-call maintenance rates set forth in Section B.2.

The NRC Project Officer shall give at least five (5) days written notice to the Contractor of his/her intention to move the equipment, except in emergencies.

### B.1.13 CREDIT FOR DOWNTIME

The Government shall deduct from payments due the Contractor credit for downtime in accordance with paragraph B.10.

### B.1.14 CERTIFICATE OF MAINTAINABILITY

On the effective date of this contract, the NRC Contracting Officer will provide the Contractor with a copy of a "Certificate of Maintainability" from the incumbent Contractor.

At such time as the services of the Contractor are terminated, expire contractually or are otherwise not extended, or upon request by the NRC Contracting Officer at any time, the Contractor shall issue, within five (5) working days a "Certificate of Maintainability" for any or all equipment maintained under this contract.

The certificate shall state that preventive maintenance in

**B.1 (Continued)**

accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed, and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) would commit that it would assume maintenance of equipment without billing any one-time charges (including but not limited to repair or inspection charges) if such maintenance were assumed effective the day after the contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government.

Should the Contractor fail to issue the required Certification of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required OEM maintenance level.

**B.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (AUG 1996)**

- (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. The Government must exercise its postacceptance 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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).
- (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

B.2 (Continued)

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. 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--
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent; and
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

B.2 (Continued)

- (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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232.33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

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 electronic funds transfer payment is made.

- (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

B.2 (Continued)

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 or implied 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 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and

**B.2 (Continued)**

49 U.S.C 40118, Fly American.

- (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; and (9) the specification.

52.216-2            ECONOMIC PRICE ADJUSTMENT            APR 1984  
- STANDARD SUPPLIES  
Item: (FAR-EPA-ITEM)

**B.3    52.217-7 Option for Increased Quantity -- Separately Priced Line Item (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of modifying the contract. Delivery of added items shall continue at the same rate that like item as are called for under the contract, unless the parties otherwise agree.

(End of Clause)

**B.4    52.217-8 Option to Extend Services (AUG 1989)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of Clause)

**B.5    CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE  
(JUN 1988) CLIN 0001**

The firm fixed price of this contract for CLIN 0001 is \$160,641.60.

[End of Clause]

**B.6 CONSIDERATION AND OBLIGATION--REQUIREMENTS**  
(JUN 1988) CLINS 0002 & 0003

The total estimated amount for the products/services delivered and accepted under this contract for CLIN 0002 and 0003 is \$47,700.00. The Contracting Officer may unilaterally increase this amount as necessary during the contract period when products/services are expected to exceed the estimated quantity reflected in the schedule.

The amount presently obligated with respect to CLIN 0002 and 0003 is \$9,358.40. The Contracting Officer may accept work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer. The obligated amount shall, at no time exceed the contract ceiling as specified in the paragraph above. When and if the amount(s) paid and payable to 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.

**B.7 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of this contract through one year thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

**B.8 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--

**B.8 (Continued)**

- (1) Any order for a single item in excess of total award amount;
  - (2) Any order for a combination of items in excess of one unit; or
  - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

**B.9 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.

B.9 (Continued)

- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are 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 date of contract expiration.

[End of Clause]

B.10 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:  
  
David Barrow  
Kay Moses
- (b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

**B.11 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED  
LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 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.

[End of Clause]

**B.12 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]

**B.13 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 3 (MAR 1987)**

Although the Government contemplates use of the system(s) (hardware and software) for the system's life of 5 years from date of installation, the term of this contract is from 01/01/97 through 12/31/97.

[End of Clause]

**B.14 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]

**B.15 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]

**B.16 MAINTENANCE REQUIREMENTS (ADP SYSTEM/EQUIPMENT)  
(MAR 1987)**

- (a) Responsibilities of the Contractor. The Contractor shall provide maintenance (labor and parts) at the prices shown in this contract, and shall keep the equipment in good operating condition. Maintenance services shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power or air-conditioning or humidity control, or causes other than ordinary use.
- (b) Responsibilities of the Government.
  - (1) Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract unless agreed to by the Contractor.
  - (2) Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.
  - (3) The Government shall provide adequate storage space for spare parts and adequate working space, including heat, light, ventilation, electrical current and outlets and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within the reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.
  - (4) The Government shall provide time for contractor sponsored equipment modifications within a reasonable time after being notified by the Contractor that the modification is ready to be made. The time required to make the modification shall be outside the normal preventive maintenance hours.
  - (5) The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the Contractor.

[End of Clause]

**B.17 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, entitled "Payment Information Form - ACH Vendor Payment System" found in Exhibits. 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]

**B.18 NRCAR 2052.204-70 SECURITY (SEP 1993)**

- (a) Security/Classification Requirements Form. The attached NRC Form 187 (See Exhibits) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.
- (b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents

and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

- (c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.
- (d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Security and the Contracting Officer. These changes will be under the authority of the changes clause.
- (e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12356 or any predecessor order to require protection against unauthorized disclosure and that is so designated.
- (f) Definition of Restricted Data. The term Restricted Data,

B.18 (Continued)

as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

- (g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.
- (h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (i) Criminal liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)
- (j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

[End of Clause]

**B.19 SECURITY REQUIREMENTS FOR AUTOMATED DATA  
PROCESSING SERVICES (FEB 1995)**

The proposer/contractor must identify all individuals and propose the level of ADP approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of ADP approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

**CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL I**

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive automated information systems (ADP Level I). The ADP Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a Full Field Background Investigation (BI). The contractor shall submit through the Project Officer to the NRC Division of Security (SEC) within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC

B.19 (Continued)

sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," ADP Level I contractors shall be subject to the attached NRC Form 187 (See List of Exhibits) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CONTRACT SECURITY REQUIREMENTS FOR ADP LEVEL II

Performance under this contract will involve contractor personnel who remotely develop and/or analyze sensitive automated information systems and data or otherwise have access to such systems and data (ADP Level II). The ADP Level II involves responsibility for the direction, planning, design, operation, or maintenance of a computer system by an individual whose work is normally technically reviewed by an ADP I sensitivity level employee to ensure the integrity of the system; other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of ADP Level I positions; and, all other computer or ADP positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a National Agency Check with Inquiries and Credit Investigation (NACIC). The contractor shall submit through the Project Officer to the NRC Division of Security within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for Sensitive Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for Sensitive Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). Any questions regarding the individual's eligibility for ADP Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11. As set forth in MD 12.3, based on SEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to

**B.19 (Continued)**

NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," ADP Level II contractors shall be subject to the attached NRC Form 187 (See List of Exhibits) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

**CANCELLATION OR TERMINATION OF ADP ACCESS/REQUEST**

When a request for investigation is to be withdrawn or cancelled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the NRC Division of Security so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the NRC Division of Security. Additionally, the Division of Security must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access approval under the NRC Computer Personnel Security Program.

[End of Clause]

**B.20 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: Judith Seeherman

Address: U.S. Nuclear Regulatory Commission  
11545 Rockville Pike  
Mail Stop T5E30  
Rockville, MD 20852

B.20 (Continued)

Telephone Number: 415\*5854

(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]

B.21 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));

B.21 (Continued)

- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4));
- XX (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a) (14)).
- XX (6) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) Reserved.
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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

B.21 (Continued)

items or components:

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor agrees to 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,

B.21 (Continued)

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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
01	Billing Instructions

C.2 EXHIBITS

Exhibit Number	Title
01	Billing Instructions
02	Payment Information Form - ACH Vendor Payment System (SF 3881)
03	NRC Form 187, Requirements
04	MV/60000 Computer Equipment List and Monthly Maintenance Prices
05	MV/15000 Computer Equipment List and Monthly Maintenance Prices
06	MV/9600 Computer Equipment List and Monthly Maintenance Prices
07	MV/10000 Computer Equipment List and Monthly Maintenance Prices