

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER RFPA Rec'd 6-18-96		PAGE OF PAGES 1 25	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				2. CONTRACT NUMBER NRC-26-96-267		3. AWARD/EFF. DATE SEP 23 1996	
4. ORDER NUMBER				5. SOLICITATION NUMBER RS-AED-96-267		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts FIP Acquisition Branch, M/S T-712 11545 Rockville Pike Rockville, Maryland 20852		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"/> B(A) SIC: 7378 FSC: SIZE STANDARD: \$14.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 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		12. DISCOUNT TERMS	
15. DELIVER TO U.S. Nuclear Regulatory Commission Technical Training Division Osborne Office Center 5700 Brainerd Road, Suite 200 Chattanooga, Tennessee 37411-4017 TIN 94-2789662				16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts FIP Acquisition Branch, M/S T-712 11545 Rockville Pike Rockville, Maryland 20852			
17a. CONTRACTOR/OFFEROR Silicon Graphics, Incorporated 1 Cabot Road Hudson, Massachusetts 01749 TELEPHONE NO. (508) 562-4800		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Division 11545 Rockville Pike Rockville, Maryland 20852		18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ADDENDA A.1 THROUGH A.5 FOR SCHEDULE OF SUPPLIES/SERVICES						
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA 682-15-11-65-60 J8222 BOC:252A <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.				26. TOTAL AWARD AMOUNT (For Govt Use Only) AED96267 31X0200.682 AMT OBL:\$77,945.50			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO 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 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>[Signature]</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) CONCENT MANAGER DIRECTOR		30c. DATE SIGNED 9-23-96		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mary Jo Mattia		31c. DATE SIGNED SEP 20 1996	
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. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
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TABLE OF CONTENTS

PAGE

ADDENDA

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

CONTRACT CLAUSES	7
B.1 STATEMENT OF WORK	7
B.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL	13
ITEMS (OCT 1995)	
B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE	17
(JUN 1988)	
B.4 52.217-9 OPTION TO EXTEND THE TERM OF THE	17
CONTRACT (MAR 1989)	
B.5 DURATION OF CONTRACT PERIOD (MAR 1987)	17
ALTERNATE 3 (MAR 1987)	
B.6 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	17
B.7 HARDWARE MAINTENANCE REQUIREMENTS	17
B.8 MAINTENANCE CREDIT FOR SYSTEMS/EQUIPMENT MALFUNCTION	18
B.9 REFURBISHED MATERIALS/COMPONENTS (MAR 1987)	19
B.10 USE OF AUTOMATED CLEARING HOUSE (ACH)	20
ELECTRONIC PAYMENT	
B.11 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY	20
ALTERNATE 1 (JAN 1993)	
B.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO	21
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL	
ITEMS (JUN 1996)	
CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	25
C.1 ATTACHMENTS (MAR 1987)	25

ADDENDA

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

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Update Software to Current Revision Levels for Computer Systems S18290, S31413, S31414 and for Workstations 35002088, 35002090 and 3500210	1	Lot		\$24,160.00
0002	Full Maintenance Support for Computer System S18290	1	Lot	\$ 368.13	\$ 4,417.50
0003	Full Maintenance Support for Computer System S31413	1	Lot	\$1,634.00	\$19,608.00
0004	Full Maintenance Support for Computer System S31414	1	Lot	\$1,634.00	\$19,608.00
0005	Software Maintenance Support for Workstation 08006907C656	1	Lot	\$ 95.00	\$ 1,140.00
0006	Software Maintenance Support for Workstation 08006907C65D	1	Lot	\$ 95.00	\$ 1,140.00
0007	Software Maintenance Support for Workstation 08006907C65F	1	Lot	\$ 95.00	\$ 1,140.00
0008	Software Maintenance Support for Workstation 35003088	1	Lot	\$ 187.00	\$ 2,244.00
0009	Software Maintenance Support for Workstation 35002090	1	Lot	\$ 187.00	\$ 2,244.00
0010	Software Maintenance Support for Workstation 35002110	1	Lot	\$ 187.00	\$ 2,244.00

TOTAL AMOUNT FOR BASE YEAR OF CONTRACT:

\$77,945.50

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPTION YEAR 1					
0011	Full Maintenance Support for Computer System S18290	1	Lot	\$ 368.13	\$ 4,417.50
0012	Full Maintenance Support for Computer System S31413	1	Lot	\$1,634.00	\$19,608.00
0013	Full Maintenance Support for Computer System S31414	1	Lot	\$1,634.00	\$19,608.00
0014	Software Maintenance Support for Workstation 08006907C656	1	Lot	\$ 95.00	\$ 1,140.00
0015	Software Maintenance Support for Workstation 08006907C65D	1	Lot	\$ 95.00	\$ 1,140.00
0016	Software Maintenance Support for Workstation 08006907C65F	1	Lot	\$ 95.00	\$ 1,140.00
0017	Software Maintenance Support for Workstation 35003088	1	Lot	\$ 187.00	\$ 2,244.00
0018	Software Maintenance Support for Workstation 35002090	1	Lot	\$ 187.00	\$ 2,244.00
0019	Software Maintenance Support for Workstation 35002110	1	Lot	\$ 187.00	\$ 2,244.00
TOTAL AMOUNT FOR OPTION YEAR ONE:					\$53,785.50

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPTION YEAR 2					
0020	Full Maintenance Support for Computer System S18290	1	Lot	\$ 368.13	\$ 4,417.50

0021	Full Maintenance Support for Computer System S31413	1	Lot	\$1,634.00	\$19,608.00
0022	Full Maintenance Support for Computer System S31414	1	Lot	\$1,634.00	\$19,608.00
0023	Software Maintenance Support for Workstation 08006907C656	1	Lot	\$ 95.00	\$ 1,140.00
0024	Software Maintenance Support for Workstation 08006907C65D	1	Lot	\$ 95.00	\$ 1,140.00
0025	Software Maintenance Support for Workstation 08006907C65F	1	Lot	\$ 95.00	\$ 1,140.00
0026	Software Maintenance Support for Workstation 35003088	1	Lot	\$ 187.00	\$ 2,244.00
0027	Software Maintenance Support for Workstation 35002090	1	Lot	\$ 187.00	\$ 2,244.00
0028	Software Maintenance Support for Workstation 35002110	1	Lot	\$ 187.00	\$ 2,244.00

TOTAL AMOUNT FOR OPTION YEAR TWO:					\$53,785.50
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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPTION YEAR 3					
0029	Full Maintenance Support for Computer System S18290	1	Lot	\$ 368.13	\$ 4,417.50
0030	Full Maintenance Support for Computer System S31413	1	Lot	\$1,634.00	\$19,608.00

0031	Full Maintenance Support for Computer System S31414	1	Lot	\$1,634.00	\$19,608.00
0032	Software Maintenance Support for Workstation 08006907C656	1	Lot	\$ 95.00	\$ 1,140.00
0033	Software Maintenance Support for Workstation 08006907C65D	1	Lot	\$ 95.00	\$ 1,140.00
0034	Software Maintenance Support for Workstation 08006907C65F	1	Lot	\$ 95.00	\$ 1,140.00
0035	Software Maintenance Support for Workstation 35003088	1	Lot	\$ 187.00	\$ 2,244.00
0036	Software Maintenance Support for Workstation 35002090	1	Lot	\$ 187.00	\$ 2,244.00
0037	Software Maintenance Support for Workstation 35002110	1	Lot	\$ 187.00	\$ 2,244.00
TOTAL AMOUNT FOR OPTION YEAR THREE:					\$53,785.50

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
OPTION YEAR 4					
0038	Full Maintenance Support for Computer System S18290	1	Lot	\$ 368.13	\$ 4,417.50
0039	Full Maintenance Support for Computer System S31413	1	Lot	\$1,634.00	\$19,608.00
0040	Full Maintenance Support for Computer System S31414	1	Lot	\$1,634.00	\$19,608.00
0041	Software Maintenance Support for Workstation 08006907C656	1	Lot	\$ 95.00	\$ 1,140.00

0042	Software Maintenance Support for Workstation 08006907C65D	1	Lot	\$ 95.00	\$ 1,140.00
0043	Software Maintenance Support for Workstation 08006907C65F	1	Lot	\$ 95.00	\$ 1,140.00
0044	Software Maintenance Support for Workstation 35003088	1	Lot	\$ 187.00	\$ 2,244.00
0045	Software Maintenance Support for Workstation 35002090	1	Lot	\$ 187.00	\$ 2,244.00
0046	Software Maintenance Support for Workstation 35002110	1	Lot	\$ 187.00	\$ 2,244.00

TOTAL AMOUNT FOR OPTION YEAR FOUR:	\$53,785.50
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GRAND TOTAL:	\$293,087.50
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CONTRACT CLAUSES

B.1 STATEMENT OF WORK

B.1.1 BACKGROUND

The NRC Technical Training Division (TTD) provides technical training to NRC personnel. Reactor training programs have involved full-scope nuclear simulator training from their inception. Newer developments in training have introduced workstation-based training devices to the classroom.

The most critical element of the Combustion Engineering (CE) simulator is a Silicon Graphics 4D/420 computer system, which serves as the compute engine for the simulator. The simulator also uses three Silicon Graphics Indigo workstations for supplemental sections of the simulator.

TTD has developed a variety of classroom simulation tools collectively known as the Nuclear Engineering Workstation Simulator (NEWS). The host computer system for NEWS is an SGI Challenge L computer system. The same multi-processor system serves as the network file server for the entire simulator engineering network, and as the compute engine for the BWR/4 simulator Safety Parameter Display System (SPDS).

A second SGI Challenge L system serves as a development platform for new models.

To complete the inventory, TTDs three simulator engineers each use a Silicon Graphics Indy workstation. The workstations are linked to the simulator engineering network, and allow access to the host computers on any of TTDs five simulators.

This procurement seeks to place the three server systems (4D/420 and two Challenge Ls) under full hardware and software support from the manufacturer, and to place the workstations (three Indigos and three Indys) under software support from the manufacturer

B.1.2 OBJECTIVE

The objective of this procurement is to improve system reliability of the SGI server systems by providing for hardware support, and to place all SGI systems under software support from the manufacturer. The following vendor requirements will assure that the objectives are met:

- a. Provide on-site assistance to troubleshoot and components for the server systems;
- b. Provide parts exchange for server systems;

B.1 (Continued)

- c. Provide SGI technical newsletters for all systems;
- d. Provide automatic software updates for all SGI systems;
- e. Provide hardware telephone technical assistance for systems;
- f. Provide software telephone technical assistance for systems.

These requirements can be met by placing the server systems under SGI Full Maintenance Support, and the workstation systems under SGI Software Maintenance Support (also known as IRIXCare).

B.1.3 SCOPE OF WORK

The Contractor shall provide Full Maintenance Support for the server systems, and Software Maintenance Support for the workstations, as listed below. The listing is arranged in paragraphs by system, and fully defines the hardware and software to be supported.

For Full Maintenance Support, the Contractor shall furnish the necessary qualified labor, repair parts, tools, test equipment, transportation, documentation, maintenance diagnostic routine, and otherwise do all things necessary for or incidental to keeping the designated systems in good working condition. Full Maintenance Support also includes Software Maintenance Support.

For Software Maintenance Support, the Contractor shall provide technical support via telephone, distribution of newsletters and CD ROM disks that provide technical information, and the provision of software updates and documentation as released by the Contractor for the software designated in this contract.

Some systems are presently licensed for software that is not at the current release. The Government has determined that the systems identified in B.1.3.1, B.1.3.2.d, B.1.3.2.e, and B.1.3.2.f are licensed for software that is not at the current release. The Contractor shall review the remaining systems and identify those systems not at the present software release and provide software upgrades to the current release.

B.1 (Continued)

B.1.3.1 Systems to be placed under Full Maintenance Support

a.	SYSTEM	DESCRIPTION
	Serial Number S18290	
	W6-4D420S IRIS	4D/420S server single tower
	CS-SWCARE-DEV	SW Opt Support Development System
	H4-D32X	High density 32MB add-on memory
	H4-D32XB	High density 32MB add-on memory with board
	P6-CDROM	Internal CD-ROM drive
	P6-D12S	Disk drive 1.2 GB SCSI
	P6-T4C3	Tape drive 1/4 \pm 150-MB SCSI
	SD6-MS12	Disk drive 1.2 GB SCSI
	SC4-C++-2.1.1	C++ 2.1.1
	SC4-FTN-3.4.1	FORTRAN 3.4.1
	SC4-IDO-4.0.1	IRIS Development Option 4.0.1
	SC4-IMPS-1.2	Impressario Server
	SC4-NFS-4.0.1	Network File System

b.	SYSTEM	DESCRIPTION
	Serial Number S31413	
	SPL-42604-S2	Challenge L Deskside, 4 CPU 100MHz server
	CS-SWCARE-DEV	SW Opt Support Development System
	H4-64-Add	Add 64MB high density memory
	HU-442	Add 4x100 MHz CPU board
	MO4-CD	CDROM Update media opt
	P8-DAT	4mm 2GB DAT internal tape drive
	P8-QIC-CD	QIC150 & CDROM internal drive set
	P8-S-2	Disk drive 2 GB SCSI 2 fast/wide
	P8-T4V2	8mm tape drive
	SD8-S-2	Disk drive 2 GB system disk
	SC4-C++-3.2.1	C++ 3.2.1
	SC4-FTN-4.0.1	FORTRAN 4.0.1
	SC4-IDO-5.2	IRIS Development Option 5.2
	SC4-NFS-5.2	Network File System 5.2
	SC4-OSI-1.0	OSI 1.0

B.1 (Continued)

c.	SYSTEM	DESCRIPTION
	Serial Number S31414	
	SPL-42604-S2	Challenge L Deskside, 4 CPU 100MHz server
	CS-SWCARE-DEV	SW Opt Support Development System
	H4-64-Add	Add 64MB high density memory
	HU-442	Add 4x100 MHz CPU board
	MO4-CD	CDROM Update media opt
	P8-DAT	4mm 2GB DAT internal tape drive
	P8-QIC-CD	QIC150 & CDROM internal drive set
	P8-S-2	Disk drive 2 GB SCSI 2 fast/wide
	P8-T4V2	8mm tape drive
	SD8-S-2	Disk drive 2 GB system disk
	SC4-C++-3.2.1	C++ 3.2.1
	SC4-FTN-4.0.1	FORTRAN 4.0.1
	SC4-IDO-5.2	IRIS Development Option 5.2
	SC4-NFS-5.2	Network File System 5.2
	SC4-OSI-1.0	OSI 1.0

B.1.3.2 Systems to be placed under Software Maintenance Support

a.	SYSTEM	DESCRIPTION1
	Serial Number 08006907C656	
	W8B1-1G32 Indy	8Bit R4600SC 133 MHz
	MO5-CD	CDROM Update support
	SC4-NFS-5.3	Network File System 5.3

b.	SYSTEM	DESCRIPTION
	Serial Number 08006907C65D	
	W8B1-1G32 Indy	8Bit R4600SC 133 MHz
	MO5-CD	CDROM Update support
	SC4-NFS-5.3	Network File System 5.3

c.	SYSTEM	DESCRIPTION
	Serial Number 08006907C65F	
	W8B1-1G32 Indy	8Bit R4600SC 133 MHz
	MO5-CD	CDROM Update support
	SC4-NFS-5.3	Network File System 5.3

B.1 (Continued)

d. SYSTEM DESCRIPTION

Serial Number 35003088

W-4DRPC-08	IRIS Indigo 33MHz 8MB
CS-SWCARE-DEV	SW Opt support development system
SR4-C++-2.1	Right to Use (RTU) license C++ 2.1
SR4-FTN-3.4	RTU license FORTRAN 3.4
SR4-IDO-4.0.1	RTU license IRIS Development Option 4.0.1
SR4-NFS-4.0	RTU license NFS 4.0

e. SYSTEM DESCRIPTION

Serial Number 35002090

W-4DRPC-08	IRIS Indigo 33MHz 8MB
CS-SWCARE-DEV	SW Opt support development system
SR4-C++-2.1	Right to Use (RTU) license C++ 2.1
SR4-FTN-3.4	RTU license FORTRAN 3.4
SR4-IDO-4.0.1	RTU license IRIS Development Option 4.0.1
SR4-NFS-4.0	RTU license NFS 4.0

f. SYSTEM DESCRIPTION

Serial Number 35002110

W-4DRPC-08	IRIS Indigo 33MHz 8MB
CS-SWCARE-DEV	SW Opt support development system
SR4-C++-2.1	Right to Use (RTU) license C++ 2.1
SR4-FTN-3.4	RTU license FORTRAN 3.4
SR4-IDO-4.0.1	RTU license IRIS Development Option 4.0.1
SR4-NFS-4.0	RTU license NFS 4.0

B.1.4 DELIVERY SCHEDULE

Within 30 days after contract award, the Contractor shall provide the necessary software upgrades for the systems identified in B.1.3.1, B.1.3.2.d, B.1.3.2.e and B.1.3.2.f to bring the systems to the current software release.

Thereafter, the Contractor shall provide software updates within 60 days of release for all systems identified in paragraphs B.1.3.1 and B.1.3.2.

B.1 (Continued)

B.1.5 SERVICE CALL PROCEDURES - FULL MAINTENANCE SUPPORT

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. 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. All authorized requests for service issued are subject to the terms and conditions of this contract.

B.1.6 RESPONSE TIME

The Contractor's maintenance personnel shall arrive at the designated location within two (2) business days of the time that the NRC Project Officer or the designee notifies the Contractor that the service is required. Repairs shall be accomplished within the following three (3) business days.

B.1.7 CREDIT FOR LATE RESPONSE AND MAINTENANCE DOWNTIME

The Government shall deduct from payments due the Contractor credit for downtime in accordance with paragraph B.8.

B.1.8 PERIOD OF PERFORMANCE

The Contractor shall provide the services identified in this contract for one year, with four additional one year options.

B.1.9 DELIVERABLES

1. Full Maintenance Support for the systems identified in paragraph B.1.3.1.
2. Software Maintenance Support for the systems identified in paragraph B.1.3.2, including updates to software as released by the Contractor.
3. Software upgrades for the systems identified in B.1.3.1 and B.1.3.2.d, B.1.3.2.e, and B.1.3.2.f.

B.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL
ITEMS (OCT 1995)

- (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 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.

B.2 (Continued)

(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.

- (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. Payments under this contract may be made by the Government either by check, electronic funds transfer, or the Automated Clearing House, at the option of the Government.

B.2 (Continued)

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 date on which an electronic funds transfer was 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 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

B.2 (Continued)

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 the items delivered hereunder in accordance with SGI Terms and Conditions for Full Support, Software License Agreement and IRIXCare, Attachment 3. These agreements have been modified to exclude those items that are contradictory to Federal Law. The paragraphs that are not applicable to this contract have been crossed out.
- (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 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.

**B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)**

The firm fixed price of this contract is \$77,945.50.

[End of Clause]

**B.4 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.5 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 date of award through expiration date.

[End of Clause]

B.6 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.7 HARDWARE MAINTENANCE REQUIREMENTS

- (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

B.7 (Continued)

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.8 MAINTENANCE CREDIT FOR SYSTEMS/EQUIPMENT MALFUNCTION

(a) Late Response Time Credit.

The Contractor's maintenance personnel shall arrive at the designated point within the response time specified under B.1.6 of the Statement of Work. If maintenance personnel fail to arrive at the installation within the designated response time, the Contractor shall grant a credit to the Government for the elapsed time in excess of the specified response time and up to actual arrival time.

The amount of creditable time shall be accumulated for the month and adjusted to the nearest day. The amount of credit for each day in excess of the specified response time shall be computed at the rate of 1/30th of the basic monthly

B.8 (Continued)

maintenance charge. The total credit during any month shall not exceed the total monthly charge.

(b) Maintenance Downtime Credits.

- (1) Definition. System downtime is that period of time when the system is inoperative and no scheduled workload can be accomplished due to a malfunction because the system is released to the Contractor for remedial services.
- (2) Period of Downtime. Downtime shall commence at the time of the initial bona fide attempt to make contact with the Contractor's maintenance representative at the designated point of contact or with the coverage provided to permit the Government to make such contact. 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 scheduled workload.
- (3) Maintenance Credit for System/Equipment Downtime. If the system remains inoperative due to an equipment malfunction of the hardware through no fault or negligence of the Government for a period of more than five (5) consecutive days, the Contractor shall grant a credit to the Government for each day of downtime in excess of five (5) days in the amount of 1/30th of the basic monthly maintenance charge. No credit shall accrue to the Government during those periods when the Contractor is denied access to the equipment.

[End of Clause]

B.9 REFURBISHED MATERIALS/COMPONENTS (MAR 1987)

The Contractor is authorized to furnish refurbished materials/components under this contract, provided that notwithstanding any alleged definition of "refurbished" to the contrary, the material functions as to be indistinguishable from new materials/components in performance, is substantially like new in appearance, meets all of the original equipment manufacturer (OEM) operating specifications and standards, and incorporates all engineering changes incorporated by the OEM as of the date of the contract. In addition, refurbished material shall be granted a warranty, at minimum, identical to that offered by the OEM for the new items.

[End of Clause]

**B.10 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 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]

**B.11 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: James Griffin

Address: U.S. Nuclear Regulatory Commission
Technical Training Division
Osborne Office Center, Suite 200
5700 Brainerd Road
Chattanooga, Tennessee 37411-4017

Telephone Number: (423) 855-6518

- (b) The project officer shall:

B.11 (Continued)

- (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.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 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 and 40 U.S.C. 759).
- (b) The Contractor agrees to comply with the FAR and FIRMR 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));
 - (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

B.12 (Continued)

- (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) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).
- (17) 201-39.5202-3, Procurement Authority (FIRMR). (This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____).

(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 items or components:

B.12 (Continued)

- (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 Record Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not

B.12 (Continued)

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. '93).
- (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
02	SGI Warranty for Full Support, Software License Agreement and IRIXCare