

2-22 2/6/11

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

CONTRACT NO.

3. EFFECTIVE DATE

4. REQUISITION/PROJECT NO.

C-33-97-182

01/10/97

IRM-96-177

ISSUED BY Code:

6. ADMINISTERED BY Code:

(If other than Item 5)

S. Nuclear Regulatory Commission
 FIP Acquisition Branch
 FIP Acquisition Branch
 Division of Contracts - T7-I2
 Washington, DC 20555

U.S. Nuclear Regulatory Commission
 FIP Acquisition Branch -M/S: T7-I2
 FIP Acquisition Branch
 Division of Contracts
 Washington, DC 20555

U.S. SMALL BUSINESS ADMINISTRATION

Washington District Office

Mail Code: 0353

1110 Vermont Avenue, N.W.

Post Office Box 34500

Washington, D.C. 20043-4500

Principal Investigator/Technical
 Contact: Rene LaVigne
 Telephone No: (301) 459-0224

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE

SEE C.5.4.a.2 and C.5.4.b.1 through C.5.4.b.4

12. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
 Division of Accounting & Finance
 GOV/COM Accounting Sec. - T9-E2
 Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) 41 U.S.C. 253(c) [5]

15 USC 637 (a)

14. ACCOUNTING AND APPROPRIATION DATA

B&R: 710-15-32-30-25; FIN: L-1783-7; BOC: 252A

APPN: 31X0200.710 AMOUNT: \$3,321,000.00

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
|---------------|------------------------|---------------|-----------|-----------------|-------------|

See Schedule

15G. TOTAL AMOUNT OF CONTRACT \$4,922,261.52

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)
 FAR (48 CFR) 53.214 (a)

Prescribed by GSA

A/1

| SEC | DESCRIPTION | PAGE(S) |
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

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

| | |
|---|---|
| A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME OF CONTRACTING OFFICER Mary H. Mace |
| B. NAME OF CONTRACTOR SEE SIGNATURE PAGE (tripartite) Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA by SEE SIGNATURE PAGE (tripartite) (Signature of Contracting Officer) |
| C. DATE SIGNED | 20C. DATE SIGNED |

TRIPARTITE AGREEMENT

Signature Page

PRIME CONTRACTOR:

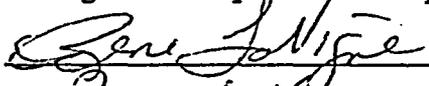
US Small Business Administration

By: 
Name: SHAPLEIGH C. DRISKO
C.C.M.
Title: CONTRACT MANAGER

Date: JAN 31 1997

SUBCONTRACTOR:

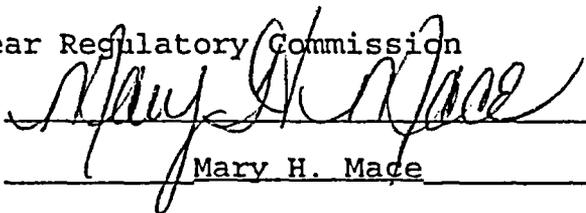
Sylvest Management Systems Corporation

By: 
Name: RENE LAVIGNE
Title: VICE PRESIDENT

Date: 1/8/97

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: 
Name: Mary H. Mage
Title: Contracting Officer

Date: 1/8/97

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Acquisition of Microcomputer Hardware and Software, Laser Printers, and Microcomputer Support Services.

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The Contractor shall furnish microcomputers, laser printers, microcomputer software, maintenance and support services to the NRC in accordance with the Statement of Work. This is an indefinite quantity, indefinite delivery, fixed-price type of contract with provision for cost-plus-fixed-fee for the maintenance and support services portion of this contract.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

B.3 ITEMS AND PRICES

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED-PRICE DELIVERY ORDERS

- (a) The total estimated amount of this contract (ceiling) for the hardware and software ordered, delivered, and accepted under the 1-year base period of this contract is \$3,233,869.52. The Contracting Officer may place orders with the contractor during the 1-year base period provided the aggregate amount of such orders does not exceed the Maximum Ordering Limitation for this period of \$3,233,869.52.
- (b) The amount presently obligated for the acquisition of hardware and software is \$1,680,000.00. The Contracting Officer may issue order for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a. above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.
- (c) The Maximum Ordering Limitation (MOL) set above for the 1-year contract base period for the hardware and software ordered, delivered, and accepted under this contract may be increased by \$3,224,773.87 for Option Year One. The Contracting Officer may place orders with the contractor during Option Year One provided the aggregate amount of such orders does not exceed the new MOL \$6,458,643.39.
- (d) The guaranteed minimum to be obligated by the Government for hardware and software to be ordered, delivered, and accepted under this contract for Option Year One, if exercised, will be \$356,878.50.
- (e) The Maximum Ordering Limitation (MOL) set above for the 1-year contract base period and Option Year One for the hardware and software ordered, delivered, and accepted under this contract may be increased by \$3,224,773.87 for Option Year Two. The Contracting Officer may place orders with the contractor during Option Year Two provided the aggregate amount of such orders does not exceed the new MOL \$9,683,417.26.

B.4 (Continued)

- (f) The guaranteed minimum to be obligated by the Government for hardware and software to be ordered, delivered, and accepted under this contract for Option Year Two, if exercised, will be \$356,878.50.
- (g) The Maximum Ordering Limitation (MOL) set above for the 1-year contract base period, Option Year One, and Option Year Two for the hardware and software ordered, delivered, and accepted under this contract may be increased by \$3,224,773.87 for Option Year Three. The Contracting Officer may place orders with the contractor during Option Year Three provided the aggregate amount of such orders does not exceed the new MOL \$12,908,191.13.
- (h) The guaranteed minimum to be obligated by the Government for hardware and software to be ordered, delivered, and accepted under this contract for Option Year Three, if exercised, will be \$356,878.50.
- (i) The Maximum Ordering Limitation (MOL) set above for the 1-year contract base period, Option Year One, Option Year Two, and Option Year Three for the hardware and software ordered, delivered, and accepted under this contract may be increased by \$3,224,773.87 for Option Year Four. The Contracting Officer may place orders with the contractor during Option Year Four provided the aggregate amount of such orders does not exceed the new MOL \$16,132,965.00.
- (j) The guaranteed minimum to be obligated by the Government for hardware and software to be ordered, delivered, and accepted under this contract for Option Year Four, if exercised, will be \$356,878.50.

[End of Clause]

B.5 CONSIDERATION AND OBLIGATION-- COST PLUS FIXED FEE

BASE PERIOD

- (a) The total estimated cost of the support services portion of this contract for the 1-year base period is \$1,688,392.00, of which the sum of \$1,577,936.00 represents the estimated reimbursable costs, and of which \$110,456.00 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractors's fixed fee by reason of differences

B.5 (Continued)

between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

- (c) The amount currently obligated by the Government with respect to this contract is \$1,641,000.00, of which the sum of \$1,526,130.00 represents the estimated reimbursable costs, and of which \$114,870.00 represents the fixed fee.
- (d) It is estimated that the amount currently allotted will cover performance through November 1, 1997.

OPTION YEAR ONE

- (a) The total estimated cost of the support services portion of this contract for Option Year One is \$1,732,593.00, of which the sum of \$1,619,246.00 represents the estimated reimbursable costs, and of which \$113,347.00 represents the fixed fee.

OPTION YEAR TWO

- (a) The total estimated cost of the support services portion of this contract for Option Year Two is \$1,778,119.00, of which the sum of \$1,661,793.00 represents the estimated reimbursable costs, and of which \$116,326.00 represents the fixed fee.

OPTION YEAR THREE

- (a) The total estimated cost of the support services portion of this contract for Option Year Three is \$1,825,010.00, of which the sum of \$1,705,617.00 represents the estimated reimbursable costs, and of which \$119,393.00 represents the fixed fee.

OPTION YEAR FOUR

- (a) The total estimated cost of the support services portion of this contract for Option Year Four is \$1,873,307.00, of which the sum of \$1,750,754.00 represents the estimated reimbursable costs, and of which \$122,553.00 represents the fixed fee.

[End of Clause]

B.6 TEMPORARY OR PERMANENT PRICE REDUCTIONS (PRICE NOTICE)

The Contractor shall inform the Contracting Officer and the Project Officer in writing (Price Notice) of any "specials" or existing or impending temporary or permanent price reductions on or directly affecting any product or products on the schedule, and shall make a proposal for a temporary or permanent price reduction on the product(s) so affected (as appropriate), to be negotiated and incorporated into the contract as a modification. This Price Notice and proposal shall be provided soon enough to give the Government reasonable time to take advantage of the offer. Delivery times in such circumstances will be the same as elsewhere provided in the contract, unless the Contractor notifies the Contracting Officer and the NRC Project Officer within five (5) working days of receipt of the delivery order that delivery times may be subject to availability to the Contractor of any components required to meet the order. In that case, the order may be cancelled or the delivery order may be adjusted at the discretion of the Contracting Officer.

The Contractor guarantees that all prices under this contract shall be "most favored customer" prices.

B.7 LEVEL OF EFFORT - COST-REIMBURSEMENT TERM CONTRACT

(a) The Contractor shall perform all support services required by the Statement of Work within the level of effort specified. The Government will order 225,000 +/-10% direct labor hours for the contract period of five years, which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) For determining level of effort hours, direct labor includes personnel such as Program Manager, Senior Systems Consultant, Senior Microcomputer Technicians, Microcomputer Technicians, Dispatcher, Computer Assistant, etc. Support personnel such as company management, typists, etc., will not be considered as part of the level of effort.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the period of performance of three years, an equitable downward adjustment of the fixed fee will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort. However, this additional effort shall not result in any increase in fixed fee.

(d) These terms and conditions do not supersede the requirements of either Clause 52.232-20 "Limitation of Cost" or Clause 52.232-22 "Limitation of Funds".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C - REQUIREMENTS, SPECIFICATIONS AND DESCRIPTIONS

C.1 Background

The U.S. Nuclear Regulatory Commission (NRC) is charged with regulating the commercial use of nuclear materials to assure the health and safety of the public. Increasing regulatory duties coupled with decreasing resources require NRC to continually improve and expand the use of automated information technology. During the past 5 years the Agency has accelerated its commitment to distribute the power of computers to all possible end users. During FY 1993 the Agency completed an effort to provide a personal computer (PC) to each employee for performing assigned duties. These PCs have been interconnected in Local Area Network (LAN) configurations and the LANs have been interconnected into Wide Area Network (WAN) configurations using high-speed router technology, to ensure reliable Agency-wide information exchange and maximize data sharing.

This Contract is not intended to provide special peripheral devices for NRC's disabled employees. These requirements continue to be successfully accommodated through other acquisition strategies, such as requisitions to specific vendors who provide peripheral devices that accommodate the specific disability for which accommodation has been requested. IRM has made frequent use of the General Services Administration document, "Managing Information Resources for Accessibility", Appendix J, as well as their Clearinghouse on Computer Accommodation, to identify available peripheral devices and vendors who supply them. NRC's Working Group for Persons with Disabilities has completed a brochure titled, "Working With People With Disabilities" for distribution inside NRC, that explains the process for requesting and receiving accommodation products.

C.2 Scope

The Contractor shall furnish all necessary, fully trained personnel, supervision, services, facilities, hardware and software to successfully meet the requirements set forth in this Contract. The Contractor shall be capable of responding on-site to requests from the time of initial notification of a problem within 1 hour as stated in section C.6 to the NRC's White Flint North complex.

The Contractor shall be responsible for providing offsite setup and test facilities so that all hardware components purchased under this Contract can be assembled, stored, and warranty repaired at the Contractor's facilities if warranty repair is impossible. Additionally, these facilities shall provide for burn-in of Contractor-manufactured hardware, and maintenance activities for any NRC owned microcomputer hardware, as required. The offsite facilities shall conform to manufacturer standards for appropriate power distribution, ventilation, and space management of the number of systems supported at one time. For the bulk of work to be performed under this Contract, such as the activities listed below, the Contractor shall use the offsite staging facility as a home base.

The Contractor shall primarily provide services during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. There are exceptions that require the contractor to provide services during non-PPS time periods, (see Sections C.5.1 and C.6) with advance notification. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

C.3 Description of Current Environment

C.3.1 Headquarters Staff Locations

The NRC has approximately 3,200 employees. About 2,200 of these are located at HQ in the Washington, DC Metropolitan area. HQ NRC is comprised of the One White Flint North (OWFN) and Two White Flint North (TWFN) buildings in Rockville, MD, and Washington, DC offices on "L" Street. NRC also has microcomputer hardware and software resources located at local contractor offices. See Table 1 for listing of all building locations. The Government may add or remove locations identified in Table 1 at any time during the life of this contract.

C.3.2 Regional Staff Locations

The NRC has four Regional Offices which are located in King of Prussia, PA (Region I), Marietta, GA (Region II), Glen Ellyn, IL (Region III), and Arlington, TX (Region IV). A Technical Training Center is located in Chattanooga, TN. The NRC also has Resident Inspectors at each of the 109 nuclear power reactor facilities located throughout the United States and maintains field offices in Walnut Creek, CA; Las Vegas, NV; West Paducah, KY; and Piketon, OH.

C.3.3 Current Microcomputer Hardware and Software Environment

The NRC presently has installed approximately 4,200 microcomputers supporting a mix of 16 and 32 bit operating systems. Workstation types include IBM-compatible desktop microcomputers and laptops, SUN and DEC high-performance workstations, Apple desktop computers and laptops. An estimated 400 of the IBM-compatible 486 desktops are candidates for immediate replacement because of their age and incompatibility with upgrades necessary for current technology.

NRC's microcomputer environment is primarily DOS/Windows based, with a relatively small but increasing number of Microsoft Windows 95, Microsoft Windows NT 3.51/4.X, and UNIX platforms (e.g., SUN and DEC). Software programs include WordPerfect Office, WordPerfect, Lotus 1-2-3, dBase, MS-Access, Harvard Graphics, Smarterm 470, Netscape, and PC Anywhere. The Contractor shall be responsible for support services within this environment as described in Section C.5.4.

C.3.4 Current Local Area Network (LAN) Environment

The NRC's LANs are configured as 16 Mbps Token Rings using a physical star topology on twisted pair cable (IBM Type 1). The UNIX-based workstations are connected via Ethernet LANs. To facilitate network management and reliability, the Agency uses active concentrators for connecting workstations to the network. This design provides a migration path for implementing high speed data communications such as Fiber Distributed Data Interface (FDDI) or Asynchronous Transfer Mode (ATM). The Contractor shall coordinate support services under this Contract with those provided under separate contract within the networked environment.

C.4 General Requirements

C.4.1 Contractor-Furnished Resources

The Contractor shall furnish all necessary, fully trained personnel, supervision services, facilities, hardware, and software to successfully meet the requirements set forth in this Contract. The Contractor shall be capable of responding within a maximum of 1 hour onsite to the initial oral, written, or telephonic notification of a problem to the NRC's White Flint North complex to ensure compliance with NRC Service Level Agreements as noted for the various support services under this Contract.

The Contractor shall be responsible for supplying: anti-static bracelets or other wrist-type grounding straps, which shall be worn when performing microcomputer hardware burn-in, installation, upgrades, warranty or maintenance activities; current virus detection software; burn-in software; and tools, software diagnostics tools, carts and vehicles for moving and transporting hardware and software to and from, and within NRC and Contractor buildings.

The Contractor shall be responsible for supplying a standard shirt/sweater/jacket with the offeror's name or logo on a nametag by which the contractor and contractor-personnel can clearly be identified at all times during the Principle Period of Support and during any interaction with the NRC client base. In performance of the contract, the contractor shall provide the service and administrative support specified in the statement of work to all units of the agency. Thus, the contractor's staff will be highly visible within the agency. It is critical, therefore, that the successful contractor provide high quality and timely service with a positive attitude (service philosophy) in performing such a service. The method for clearly identifying contractor and contractor-personnel at all times proposed by the offeror may be incorporated into any resultant contract.

C.4.2 Government-Furnished Resources

The NRC will provide onsite office space and furnishings (including telephone) to those few Contractor personnel whose onsite workplace must be in NRC offices

(i.e., Project Manager). Onsite employees may utilize local photocopy and/or facsimile transmission capabilities on a limited basis. These facilities shall be located in the NRC's White Flint North complex.

The NRC will provide the special bits required for installation and removal of the security screws used in the NRC microcomputers. The Contractor shall be responsible for accountability of each of the issued bits to ensure none are lost or misused.

The NRC will provide a microcomputer hardware inventory listing to the Contractor within 10 workdays of Contract award for their use in proposing yearly hardware replacements/upgrades, and showing locations of hardware that the Contractor may be called upon to upgrade. The NRC will identify to the Contractor the microcomputers that are considered obsolete as of the beginning of this Contract. These microcomputers must be replaced first, at the direction of the NRC.

C.4.3 Hardware and Software Procurement

The Government may, at its option, procure and furnish any component to the Contractor for installation or integration, as defined in Section C.5.4.

The Contractor shall provide any of the hardware, software and options described in Sections C.5.2 and C.5.3 as ordered by the NRC. The Contractor shall adhere to all applicable Government rules and regulations in any procurement made as a Government agent. The Contractor shall scan all microcomputers after installation of all required software and certify them to be free from known viruses.

C.4.4 Contractor Assembly, Burn-in, and Configuration Facilities

In accordance with (FAR 52.246-16-Responsibility for Supplies) under subsection clause E.1, all components ordered by the Contractor for the NRC shall be the property of the Contractor until such time as they have passed all tests, been loaded with the proper software (if applicable), and successfully delivered to and accepted by the NRC. The Contractor shall be provided the NRC bar-code inventory control tag that is to be affixed to all purchased hardware (as identified by the NRC) after acceptance at the NRC work site the Contractor shall be responsible for updating the appropriate inventory control paperwork (see documentation described in Sections C.5.4.a.2 and C.5.4.a.3) and for entering the appropriate information into the Agency's Asset Management and Tracking Systems (see Section C.5.4.c). The Contractor shall provide a facility wherein all hardware and software components can be assembled, stored, warranty repaired, and tested. The NRC may conduct site visits to the Contractor facility at any time during the period of performance of this Contract.

C.4.5 Contractor Personnel Security Clearances

Contractor personnel assigned to this Contract shall be cleared by NRC Security for unescorted access within NRC buildings. Each Contractor employee shall be required to submit security forms (either NRC and/or GSA) for this purpose. No Foreign Nationals may be presented for security processing.

C.5 Specific Requirements

C.5.1 Project Management, Personnel and Administration

The Contractor shall provide qualified, and fully trained, personnel, as discussed in Section C.6, to perform all support services and warranty activities as defined in Sections C.5.4 and C.5.5. The Contractor's personnel shall act in a courteous, responsive, and professional manner at all times. It shall be the responsibility of the Contractor to develop, implement, and maintain a training program to ensure that key personnel maintain a current knowledge of the hardware and software technology provided by, and supported through, this Contract.

The Contractor shall maintain continuous availability of all key personnel who are required for successful performance of the work described in this Contract. The Contractor shall ensure that key personnel and backup personnel are committed to perform the services during the performance hours as described in Section C.5.6.

The Contractor shall refer to the key personnel clause under Section H, for the listing of all personnel committed to perform the work under this Contract. The Contractor shall ensure that all such personnel are provided a copy of the Statement of Work (Section C of this Contract) prior to commencement of work and are familiar not only with the objectives of this Contract but also with the basic skills, functional responsibilities and experience required for the assigned position. Prior to the Contractor's removal of such personnel from this contract, the Contractor shall submit to the NRC Contracting Officer for approval the resume of a qualified replacement as required by the key personnel clause.

The Contractor shall be responsible for supplying: anti-static bracelets or other wrist-type grounding straps, which shall be worn when performing microcomputer hardware burn-in, installation, upgrades, warranty or maintenance activities; current virus detection software; burn-in software described in Section C.5.4.a.2; and tools, carts and vehicles for moving and transporting hardware and software to, within and between NRC and Contractor buildings.

The Contractor shall have available, on-call, additional qualified technicians to meet peak workload requirements. One extra technician shall be available, on-call, with 2 hour notice, and as many as six additional technicians shall be available, on-call, with 2 day notice for evening or weekend work to support hardware deinstall/reinstall requirements arising from major NRC organizational moves, or other emergencies. The technicians shall possess the basic skills and the level of experience necessary to perform the functional responsibilities as

outlined in Sections C.5.4 and C.5.5.

The Contractor shall provide a Plan of the Day (Daily Report) in a detailed portable format as defined by the NRC outlining daily trouble ticket status as well as project progress and tracking, and meet with, a designated co-project officer at or before 8:30am each workday. This plan shall list all planned activities, including outstanding customer support tickets (except customer support tickets received after 6:00pm the previous day.) The Contractor shall identify any expected problems, need for work prioritization, or the need to call in additional temporary contractor staff to accommodate the workload.

The Contractor shall provide a report twice a week which consolidates the Daily Reports and specifies the status of each service request. This report will be in a detailed portable format as defined by the NRC. A copy of the Weekly Report shall be provided to all Co-Project Officers, the Project Manager of the Customer Support Center, and the Project Manager of the Network Control Center or as requested by the designated co-project officer.

C.5.2 Hardware Acquisition

This Section specifies the hardware and software that the contractor shall furnish when directed by the NRC. The Contractor shall provide and support, according to Sections C.5.4 and C.5.5, all of the required hardware and options. The Contractor shall be responsible for ensuring that all microcomputers, printers, and other items work correctly and according to manufacturers' guidelines and NRC technical direction.

The Contractor shall ensure that the microcomputer system units and printers are completely assembled (RAM and adapters installed) upon arrival at the NRC. The Contractor shall not perform onsite (NRC location) assembly. For desktop microcomputers, the Contractor installation personnel shall only have to unbox and install the fully configured printer or system unit and associated components at the NRC work site (user's location). For notebook microcomputers, the Contractor shall deliver the fully configured units to a central NRC work site location for preparation of the necessary sensitive property receipt (Form 119).

The Contractor shall ensure that every desktop and laptop microcomputer system provided under this Contract has the latest version of Microsoft (MS) DOS (no older than version 6.22) and MS Windows (no older than version 3.11) installed and operational on the hard disk drive. If MS DOS and Windows are no longer commercially available, the Contractor shall ensure that MS Windows 95 or Windows NT (as specified by NRC at time of order) is installed and operational on each laptop and desktop microcomputer.

The Contractor shall ensure that all hardware functions correctly and meets the specifications and requirements of this Contract. The specifications and requirements do not exclude any components or features provided by the original hardware manufacturer as a standard feature of a desktop or notebook microcomputer or laser printer.

The Contractor shall ensure that all hardware acquired through this Contract is compliant with the Government's "Energy Star" energy efficiency program.

The Contractor shall repair or replace within 8 workhours, any hardware not operational upon arrival at an NRC work site. If the hardware remains unusable due to a hardware malfunction, through no fault or negligence of the Government, for a period longer than 8 consecutive workhours, the contractor shall replace the hardware with new equal or better than hardware if original manufacturer parts are not available as described in Section C.5.5.

All hardware and components shall be covered by a minimum 2-years on-site parts and labor warranty. Specific additional provisions of the NRC's requirements relative to warranty repairs and Contractor performance and response are discussed in detail in Section C.5.5. At expiration of the warranty period, the Contractor shall ensure that repair parts are readily available to the NRC for maintenance of the hardware for a period of 5 years.

C.5.2.a Desktop Microcomputers

System Units

The system units shall have a 6' detachable power cord. The power cord must have a grounding plug, which complies with NEMA 5-15P.

The system units shall have an automatic power-on self test to detect errors.

The system units shall have a built-in real-time clock/calendar with battery back-up. The battery shall be a single, independent, replaceable unit.

Systems shall have the capability to protect unauthorized access to the system unit by the creation of a system password for data protection by denying access to the PC and allowing the system to boot only after the user enters the valid password, and keyboard password for locking and unlocking the keyboard without turning off the system unit.

The Contractor shall ensure that each desktop microcomputer has a system user's manual. The Contractor shall ensure that this documentation fully describes the setup procedures and system operational characteristics. A set of documentation describing the specifications for each individual component is not acceptable as a system user's manual.

The Contractor shall ensure and certify that all systems components are year 2000 compliant.

The Contractor shall ensure that all Microcomputer System Unit Chassis will accept the NRC Standard Security Fastener (632 - 3/8")

Microcomputer System Units

THE FOLLOWING IS A LIST OF THE MINIMUM ACCEPTABLE FEATURES REQUIRED BY NRC FOR THIS EQUIPMENT:

#1 WORKSTATION

- . Intel or compatible 200 MHz Pentium microprocessor
- . Mini-Tower Tool-free Chassis (6 Bay- 4 Exposed: 1 External-3.5" / 3 External-5.25" / 2 Internal-3.5")
- . 200 watt , 115V/220V switch selectable power supply unit.
- . 16KB Level 1 (L-1) write-back cache integrated on CPU
- . 15 nanosecond (ns) 512KB Level 2 (L-2) Pipeline Burst SRAM cache
- . 4 Integrated Tinned SIMM Sockets on system board for removable Tinned SIMMS
- . 16MB Tinned EDO DRAM expandable to 128MB
(System must accept and support Extended Data Output (EDO) Mode DRAM as well as standard 72-pin single or double side SRAM SIMM modules of the 4/8/16/32/64/128MB 72-pin SIMM module configuration)
- . 1.44MB 3.5" floppy diskette drive (FDD)
- . 2.X GB IDE (11ms average seek time) 16MB External Data Transfer Rate per second hard disk drive (HDD)
- . Multi-session, Multimedia Personal Computer plus Multi-path Channel (MPC/MPC2) compliant (115ms access time, 1.2MB/S DTR) Eight speed Internal CD-ROM IDE drive
- . System must accept and support Intel or compatible 250MHz and Next Generation Processors.
- . Intel Advanced/ML (Marlin) Systems Board or compatible
- . Intel Triton/Triton II 82430HX PCI/ISA Chip Set or Compatible
- . PCI Local Bus
- . High Speed Mode 4 data transfer dual channel 32-bit Peripheral Component Interconnect (PCI) Enhanced bus mastering IDE interface. (Dual channel support for up to 4 IDE devices)
- . Integrated 320-Pin Type 7 Zero Insertion Force (ZIF) socket
- . Systems board must accept and support next generation Intel or compatible processor upgrades

- . 64-bit PCI Local Bus graphics accelerator card with 2MB WRAM
- . 2 16-bit ISA slots, 3 32-bit PCI & 1 PCI/ISA slots
- . Integrated input/output (I/O) controller with keyboard, diskette drive, and hard disk drive controllers
- . Integrated 2 - serial, 1- parallel ports, and 2- 6 pin mini-DIN connector ports.
- . 104 or 124-key AnyKey programmable 6 pin mini-DIN connector keyboard
- . Replaceable coin-type battery or Replaceable Real-time clock/battery module
- . MS-DOS 6.22/Microsoft Windows 3.11 or latest version at time of delivery
- . MS or compatible 2 button PS/2 6- pin mini-DIN mouse ver. 2.0A or latest version at time of delivery
- . All items shall be Microsoft Windows 95/Windows NT 3.51/Windows NT 4.X compatible
- . Microsoft Windows `95/Windows NT 3.51 Upgrade
- . All systems components must be on the Microsoft NT Hardware Compatibility List (HCL)
- . AMI or compatible Flash ROM BIOS
- . System Setup Program built into the BIOS
- . Plug and Play Compatible
- . Fully FCC Class B Certified
- . UL Listed
- . Energy Star Compliant

#2 WORKSTATION

- . Intel or compatible 200 MHz PentiumPro microprocessor
- . Mini-Tower Tool-free Chassis (6 Bay- 4 Exposed: 1 External-3.5" / 3 External-5.25" / 2 Internal-3.5")
- . 200 watt , 115V/220V switch selectable power supply unit.
- . 16KB Level 1 (L-1) write-back cache integrated on CPU

- . 15 nanosecond (ns) 512KB Level 2 (L-2) Pipeline Burst SRAM cache
- . 4 Integrated Tinned SIMM Sockets on system board for removable Tinned SIMMS
- . 32MB Tinned EDO DRAM expandable to 128MB
(System must accept and support Extended Data Output (EDO) Mode DRAM as well as standard 72-pin single or double side SRAM SIMM modules of the 4/8/16/32/64/128MB 72-pin SIMM module configuration)
- . 1.44MB 3.5" floppy diskette drive (FDD)
- . 2.X GB IDE (11ms average seek time) 16MB External Data Transfer Rate per second hard disk drive (HDD)
- . Multi-session, Multimedia Personal Computer plus Multi-path Channel (MPC/MPC2) compliant (115ms access time, 1.2MB/S DTR) Eight speed Internal CD-ROM IDE drive
- . System must accept and support Intel or compatible 300MHz and Next Generation Processors.
- . Intel VX440FX (Venus) ATXC Systems Board or compatible
- . Intel 82440FX PCI/ISA Chip Set or Compatible
- . PCI Local Bus
- . High Speed Mode 4 data transfer dual channel 32-bit Peripheral Component Interconnect (PCI)Enhanced bus mastering IDE interface. (Dual channel support for up to 4 IDE devices)
- . Integrated Type 8 Zero Insertion Force (ZIF) socket
- . Systems board must accept and support next generation Intel or compatible processor upgrades
- . 64-bit PCI Local Bus graphics accelerator card with 4MB WRAM
- . 2 16-bit ISA slots, 3 32-bit PCI & 1 PCI/ISA slots
- . Integrated input/output (I/O) controller with keyboard, diskette drive, and hard disk drive controllers
- . Integrated 2 - serial, 1- parallel ports, and 2- 6 pin mini-DIN connector ports.
- . 104 or 124-key AnyKey programmable 6 pin mini-DIN connector keyboard
- . Replaceable coin--type battery or Replaceable Real-time clock/battery module
- . MS-Windows NT 3.51/4.X or latest version at time of delivery

- . MS or compatible 2 button PS/2 6- pin mini-DIN mouse ver. 2.0A or latest version at time of delivery
- . All items shall be Microsoft Windows 95/Windows NT 3.51/Windows NT 4.x compatible
- . Microsoft Windows `95/Windows NT 3.51 Upgrade
- . All systems components must be on the Microsoft NT Hardware Compatibility List (HCL)
- . AMI or compatible Flash ROM BIOS
- . System Setup Program built into the BIOS
- . Plug and Play Compatible
- . Fully FCC Class B Certified
- . UL Listed
- . Energy Star Compliant

C.5.2.a.1 Options

Token Ring Network Adapters (EISA, ISA, PCI as specified on order)

- Madge 16/4 RingNode AT Token Ring or Compatible Network Interface Card
* * *

Video Card

- 64-bit PCI Local Bus graphics accelerator card with 4MB WRAM

Memory

- 72-Pin Tinned SIMMs: 4Mx36-70ns; 1Mx36-70ns; 256Kx36-70ns
- Extended Data Output (EDO) Mode DRAM
 - Standard 72-pin single or double side SRAM SIMM modules

* * *

Hard Drives

- 3.X GB (formatted capacity) SCSI (Sub-10ms average seek time) 17MB External Data Transfer Rate per second hard disk drive (HDD)
- 3.X GB (formatted capacity) IDE (Sub-11ms Average seek time) 17MB External Data Transfer Rate per second hard disk drive (HDD)
- Iomega JAZ Internal 1.X GB or compatible Removable Media Drive
* * *

CD-ROM Drives

- Multi-session, Multimedia Personal Computer plus Multi-path Channel (MPC/MPC2) compliant (115ms access time, 1.2MB/S DTR) Eight speed Internal CD-ROM IDE drive
- HP SureStore Internal 4X Reader/2X Recorder CD-Writer 40201 or compatible Internal CD-Recordable Device
* * *

Modems

- Hayes or compatible V.34 compliant internal PnP 33.6 fax/modem
* * *

Sound Cards

- 32-bit PnP Sound Blaster or compatible PnP internal sound card
* * *

Tape Backup Devices

- 1.X GB (10ms DTR) internal PnP IDE tape backup unit w/tape.
* * *

Bus Cards

- Adaptec AHA-2940 PnP PCI SCSI Adapter or compatible PnP SCSI Adapter
* * *

Monitors (15",17" or 21" as specified on order)

- Multisync/multiscan, Non-Interlaced, Flat-screen, VGA Color Monitor
- .26mm or finer dot pitch
- 1280x1024 Non-Interlaced Resolution
- 76Hz minimum refresh rate at 1280X1024 Non-Interlaced Resolution
- Range:Horizontal: 65Hz; Vertical: 120Hz
- Anti-Glare Screen Coating
- Fully FCC Class B compliant; UL Listed; Energy Star Compliant
- User image, size, position, and screen geometry controls to include in/out, left/right balance, tilt, align, rotate, side in/out, left/right balance for screen top/bottom, color, resolution, on/off, contrast, bright, degauss, and synch
- DB 15-pin input connector
- 110-120 V AC, 50/60 Hz Std. U.S. Power Supply
- Plug and Play Compatible
- Windows 95/Windows NT 3.51/Windows NT 4.0 compatible
- 6' power cord with grounding plug that complies with NEMA 5-15P
- Tilt-and-swivel base

C.5.2.b Color Laptop Microcomputers

This Section identifies the features required for a laptop microcomputer. The Contractor shall provide and support all of the hardware and software identified, including the latest version of MS-DOS (no older than version 6.22) and Windows 3.1 as an operating system on the systems purchased. The Contractor shall accept full responsibility for ensuring that each laptop microcomputer functions correctly and meets the specifications stated in this Section.

The mandatory requirements do not exclude any components or features provided by the original hardware manufacturer as a standard feature of a system.

The systems shall have an automatic power-on self test to detect errors. If the power-on test gives an error number, a guide must be provided to explain the number(s).

The Contractor shall ensure that each laptop microcomputer has a system users manual. The Contractor shall ensure that this documentation fully describes the setup procedures and system operational characteristics.

The systems shall have a built-in real-time clock/calendar with battery back-up. The battery shall be a single, independent, replaceable unit.

- 120 MHz Intel Pentium Processor with 256Kb L2 Cache
- 12" Super VGA (800x600) Black Matrix TFT Color Display
- VESA Local Bus Video Subsystem
- 16MB RAM (expandable to 40MB)
- 1.2 Gigabyte Internal Hard Drive with Enhanced IDE Controller

- Integrated Internal 1.44MB Floppy Disk Drive
- Integrated Internal Quad Speed CD-ROM Drive
- Internal 28.8Kbps Data/Fax Modem
- Full function Computer Telephony
- 2 PCMCIA Card Slots (for 2 Type II or 1 Type III Card)
- Full-size, lift-up, 85-key keyboard with palm rest & tilt
- Integrated Pointing Device
- Ports: External Super VGA (1024x768, 256-color); Serial; Parallel; PS/2-style Mouse/Keyboard; External FDD; RJ11; Expansion bus for docking station; 2 IRDA-compliant Infrared
- 16-bit stereo audio with Sound Blaster support; Built-in Microphone & high-quality Stereo Speakers; Microphone & Headphone Jacks; Manual Volume Control
- MS-Windows 95 Operating System installed (MS-DOS 6.22 & MS-Windows 3.1 supported)
- Slot for Kensington Microsaver Cable Lock
- Power-on, system, and hard drive passwords
- Worldwide Auto-sensing AC Adapter with 3-prong plug
- Removable, Rechargeable Battery Pack
- Support for dual batteries
- 3.1-9.0 Hour Battery Life for single battery
- 1.5 Hour for 90% Battery Quick Charge; 2.5 Hour for 100% Charge (2.0-3.0 Charge Time while in operation)
- LCD Battery Life Indicator; Nondisruptive Battery Exchange
- Carrying Case.
- Size: 8.5"x12"x2.5"
- Weight with battery under 8 pounds
- Windows 95/Windows NT 3.51/Windows NT 4.0 compatible
- FCC Class B; Energy Star compliant; UL-Listed

C.5.2.b.1 Options

The Contractor shall ensure that the following options are available for installation with Notebook System # 1 or # 2, or as separate orders for installation in or with existing NRC notebook microcomputers:

- Additional battery pack
- PCMCIA PC Card data/fax modem
- PCMCIA (Madge or equal) PC Card Token Ring Network Adapter
- Docking Station

C.5.2.c Laser Printers

The Contractor shall ensure that each laser printer purchased under this Contract has a 10-foot parallel printer cable, a toner cartridge, and a power cord appropriate for the printer. The Contractor shall ensure that each laser printer has all operations manuals normally provided by the manufacturer. The Contractor shall provide to the NRC one copy of the operations manual for each of the laser

printers purchased under this Contract.

The Contractor shall ensure that each laser printer has the ordered options of memory installed prior to delivery to the NRC work site (see Section C.5.4). The Contractor shall identify a laser printer with additional memory and/or a network interface card by marking the outside of the printer packing box and enter the identifying information into the Agency's Asset Management System.

The Contractor shall provide a minimum 1-year on-site parts and labor warranty for all laser printers purchased under this Contract. Specific additional provisions of the NRC's requirements relative to warranty repairs and Contractor performance and response are discussed in detail in Section C.5.5. At expiration of the warranty period, the Contractor shall ensure that repair parts are readily available to the NRC for maintenance of the hardware for a period of 5 years.

C.5.2.c.1 Laser Printer # 1 (High Speed Laser Printers)

- PnP Compatible
- Laser Diode or Electrophotography Print Method
- 12MB Std. Memory (Upgradeable to 132MB) with Memory Enhancement Technology
- 600x600 dpi Resolution w/enhanced resolution for text & graphics
- 24 pages per minute Print Speed
- 35 Intellifont (including Letter Gothic, Italic, & Bold) and 10 TrueType Scalable Fonts
- 4 available SIMM slots for additional memory or fonts
- IEEE 1284-compliant bi-directional parallel port interface
- Automatic interface switching between all ports
- 2 Modular I/O slots for add-in cards
- Options: HP JetDirect (or equal) for Token Ring Network; HP JetDirect (or equal) for Ethernet; Duplex Unit for double-sided page printing
- Enhanced HP PCL 5 (HP printer command language level 5); Optional Adobe Postscript Level 2
- Prints on 3x5" to 8.5x14" Paper including: Plain bond & Letterhead paper; Transparencies; Adhesive Labels; Envelopes
- 2 Auto Feed Paper Trays with 500 Sheet Capacity each
- Manual Feed
- Portrait & Landscape Printing
- Device Drivers for MS DOS & Windows 3.1, & MS Windows 95
- FCC Class B; UL-Listed; Energy Star-Compliant
- 110-120 V AC, 50/60 Hz Std. U.S. Power Supply
- Includes Manual for Printer Setup & Use, Troubleshooting & Maintenance
- Minimum 50,000 pages per month duty cycle

C.5.2.c.2 Laser Printer # 2 (Personal Laser Printers)

- PnP Compatible
- Laser Diode or Electrophotography Print Method
- 2Mb Standard Memory (Upgradeable to 50MB) plus Memory Enhancement

Technology

- 3 free universal SIMM slots for additional memory or fonts
- True 600 x 600 dpi Resolution w/enhanced resolution for text & graphics
- 6 pages per minute Print Speed
- 45 Scaleable Fonts
- 35 Intellifont (including Letter Gothic, Italic, & Bold)
- 10 TrueType
- 65 scaleable typefaces (True Type on disk for Windows)
- Bi-directional IEEE 1284-compliant parallel port interface
- IrDA-compliant infrared port and LocalTalk port
- Automatic interface switching between all ports
- Enhanced HP PCL 5 (HP printer command language level 5)
- Prints on 3x5" to 8.5x14" Paper including: Plain bond & Letterhead paper; Transparencies; Adhesive Labels; Envelopes
- Auto Feed Paper Tray with 250 Sheet Capacity
- Multipurpose Tray with 100 Sheet or 10 Envelope Capacity
- Manual Feed
- Portrait & Landscape Printing
- Device Drivers for MS DOS & Windows 3.1, & MS Windows 95
- FCC Class B; UL-Listed; Energy Star-Compliant
- Includes manual for Printer Setup & Use, Troubleshooting & Maintenance
- 110-120 V AC, 50/60 Hz Std. U.S. Power Supply

C.5.2.c.3 Options

The Contractor shall ensure that following options are available for installation with Laser Printer # 1 or # 2, or as separate orders for installation in or with existing NRC laser printers:

- Duplex Unit for Laser Printer #1

C.5.2.c.4 Laser Printer # 3 (Color Laser Printers)

- PnP Compatible
- 8Mb Standard Memory, Upgradable to 72Mb
- 600 x 600 dpi Resolution
- A four-color rate of 2-ppm Print Speed
- Supports 45 Windows/compatible typefaces
- Bi-tronics Parallel Interface; Serial Interface; HP JetDirect (Token Ring) or equivalent Interface
- Enhanced HP PCL 5 (HP printer command language level 5)
- True/Type font and ColorSmart (color optimizing)
- Prints on 3 x 5" to 8.5 x 14" Paper including: Plain Bond & Letterhead; Transparencies; Adhesive Labels; Envelopes

- Auto Feed Paper Tray with 250 sheet capacity
- Manual Feed
- Portrait and Landscape Printing
- Device Drivers for MS DOS and Windows 3.1 , and MS Windows 95
- Includes manual for Setup and Use, Troubleshooting, and Maintenance
- On-line Manual displaying colors
- UL-Listed and Energy Star Compliant
- 110-120 V AC, 50/60 Hz Std. U.S. Power Supply

C.5.2.c.5 Desktop Scanner

- Visioneer Paperport VX 256 greyscale desktop scanner or compatible
- 4-bit (16 greyscale levels) external
- 8-bit (256 greyscale levels) external
- Visioneer SharpPage (or Equal) automatic page optimization for OCR. Document management and PC fax applications
- 8.5 x 14 inches
- Serial Port Interface
- Must support OLE 2.0 drag and drop as well as OLE editing
- Windows 95/Windows NT 3.51/Windows NT 4.X compatible

C.5.2.C.6 Desktop Flatbed Color Scanner

- HP Scanjet 4 Flatbed, color and monochrome scanner or compatible
- 2400 dpi enhanced resolution
- 600 dpi optical
- 4-bit (16 greyscale levels) external
- 8-bit (256 greyscale levels) external
- 10-bit (1024 greyscale levels) internal
- 24-bit (16.7 million colors) external
- 30-bit (1 billion color) internal
- HP Accupage (or Equal) automatic page optimization for OCR. Document management and PC fax applications
- Preview: 4 Seconds/300 dpi B/W
- Letter: 7.5 seconds/300 dpi Color
- Letter: 30 seconds
- 3 to 400% in 1% increments at 600 dpi (scaling range is resolution dependent)
- 8.5 x 14 inches
- Dedicated SCSI adapter
- Document Feeder

| | |
|----------------|-----------------------------|
| ADF Type: | Platten Feed |
| Capacity: | 50 pages |
| Document Size: | 5x7 through 8.5 x 14 inches |
- Windows 95/Windows NT 3.51/Windows NT 4.X compatible

C.5.3 Software Acquisition

The Contractor shall provide the required software identified in this Section and the associated support services as identified in Section C.5.4.b. The Contractor shall accept full responsibility for ensuring that all supplied software includes complete sets of manuals and diskettes.

The Contractor shall ensure and certify that all software is year 2000 compliant.

Required Software (All must be Windows versions)

(All are full package unless otherwise noted)

Microsoft Windows NT 4.X Workstation
Microsoft Windows NT 4.X Server
Microsoft Windows 95
Microsoft Windows 95 Upgrade
Lotus 1-2-3 for Windows Ver. 3.X/95/NT
Microsoft Access for Windows Ver. 3.X/95/NT
Persoft Smarterm 470 for Windows Ver. 3.X/95/NT
Corel WordPerfect Full Package for Windows Ver. 3.X/95/NT
Microsoft Office Professional for Windows Ver. 3.X/95/NT
Microsoft SQL Server 6.5
First Aid for Windows Ver. 3.X/95/NT
Microsoft Systems Management Server (SMS)
Norton Utilities for Windows Ver. 95/NT

C.5.4 Support Services

The Contractor shall scan all hardware/software for computer viruses before providing any of the support services described below:

- Hardware Setup (C.5.4.a.4)
- Hardware Moves (C.5.4.a.5)
- Hardware Upgrades (C.5.4.a.6)
- Hardware Technical Support (C.5.4.a.7)
- Hardware Maintenance (C.5.4.a.8)
- Software Installation and Deinstallation (C.5.4.b.4)
- Software Upgrades (C.5.4.b.5.)

Prior to providing any support services, the contractor shall notify the NRC customer by telephone when: 1) responding to CSC tickets, 2) installing hardware/software upgrades, 3) moving or setting up equipment, 4) hardware/software installation or deinstallation, or 5) at any other time when a customer site visit is necessary.

C.5.4.a Microcomputer Hardware

The Contractor shall provide microcomputer hardware services to the NRC in support of the initiative to replace existing obsolete microcomputers, to plan for replacement of hardware that will become obsolete in the future, and to perform maintenance on any NRC microcomputer hardware, as required.

The Contractor shall be responsible for providing offsite setup and test facilities so that all hardware components purchased under this Contract can be assembled, stored, and warranty repaired immediately upon receipt at the Contractor's facilities. Additionally, these facilities shall provide for maintenance activities for any NRC owned microcomputer hardware, as required. The offsite facilities shall conform to manufacturer standards for appropriate power distribution, ventilation, and space management of the number of systems supported at one time. For the bulk of work to be performed under this Contract, such as the activities listed below, the Contractor shall use the offsite staging facility as a home base. Hardware services to be performed under this Contract include the following activities:

1. Microcomputer Replacement Planning (including purchase, receipt and verification of new microcomputer components, and planning for replacement of identified obsolete hardware),
2. Hardware Burn-In for Contractor-manufactured equipment (see also Sections C.5.4.c, Asset Management and Inventory Control, and C.5.5, Warranty Provisions)
3. Hardware Delivery (including inventory control and installation tracking)
4. Hardware Setup (including installation/deinstallation at NRC work sites; see also Section C.5.4.e, Hardware Moves),
5. Hardware Moves (at HQ NRC work sites),
6. Hardware Upgrades (including installation of options in microcomputers installed at HQ NRC work sites),
7. Hardware Technical Support (see also Sections C.5.4.c, Asset Management and Inventory Control, and C.5.5, Warranty Provisions), and
8. Hardware Maintenance (including preventive and remedial maintenance and HQ NRC work sites).

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when any of the above activities are performed.

The NRC will identify the specific microcomputers that are obsolete and slated for replacement under this Contract. The Contractor will perform planning analyses based on this information, on individual requests for replacement as approved in writing by the NRC Project Officer, and for hardware purchased from other sources.

The Contractor shall primarily provide hardware services during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday

through Friday, excluding Federal Government holidays. There are exceptions that require the Contractor to provide hardware services during non-PPS time periods, (see Sections C.5.1, C.5.4.a.4, C.5.4.a.5, and C.6) with advance notification. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

C.5.4.a.1 Hardware Replacement Planning

The NRC will provide the Contractor a complete microcomputer hardware inventory listing (for the Contractor's use in recommending yearly hardware replacement schedules), location of potential hardware that the Contractor may be called upon to upgrade, and descriptions of installed microcomputer software. The NRC will identify the microcomputers that are considered obsolete as of the beginning of this Contract and in each succeeding contract year.

Based on the information provided on the inventory listings, the Contractor shall prepare a Microcomputer Replacement Plan for the current fiscal year, and at the beginning of all subsequent fiscal years during the period of performance of this Contract, that identifies the microcomputers to be replaced, the time period for replacement, and the order of replacement. The Contractor shall use this Replacement Plan to prepare cost estimates supporting this activity. The Contractor shall furnish all necessary personnel and supervision for the services to be performed as identified in this Contract, and shall furnish the necessary offsite staging facilities, hardware and software to successfully meet the requirements of the Replacement Plan and those set forth in this Contract. The Contractor shall also take into account hardware purchased from other sources that is included in replacement activity.

The Contractor shall update the Replacement Plan quarterly (every 3 months) or as directed by the NRC so as to keep the NRC Project Officer apprised of progress made against the current year Replacement Plan. If it is determined that additional microcomputers (system units, monitors, keyboards, mouse systems), peripherals, and/or other hardware such as adapter cards are required in support of a specific project, the NRC will direct the Contractor to procure the required hardware and software. The NRC Project Officer will keep the Contractor apprised of major projects and initiatives that affect the hardware inventory. The Contractor shall maintain an estimated cost schedule to support this activity.

The Contractor shall update relevant portions of the Agency's Asset Management and Tracking Systems. The Contractor shall provide quarterly updates of the Replacement Plan, routine reports (see Section B, Schedule of Deliverables), and ad hoc requests for information and statistics as requested by the NRC Project Officer. The Contractor shall provide personnel who possess the basic skills and level of experience necessary to perform the functional responsibilities for updating the Replacement Plan and the data in the Agency's Asset Management and Tracking Systems, for which

they are responsible.

C.5.4.a.2 Hardware Delivery

The Contractor shall deliver all microcomputer systems and other hardware to NRC HQ worksites and Regional Offices as directed by the NRC Project Officer and designees.

The Contractor is responsible for managing the paperwork related to hardware delivery services, including associated licensing and registration (see Sections C.5.4.b.1 and C.5.4.b.2) and NRC-supplied forms and inventory control listings. The Contractor shall keep the NRC Project Officer apprised at all times of the status of hardware delivery services (see Section B, Schedule of Deliverables).

The Contractor shall deliver fully configured microcomputers and all peripherals to any NRC work site as defined in Table 1, NRC Building Locations. The Contractor shall ensure that all completed deliveries are entered into the Agency's Asset Management and Tracking Systems for prompt access by the NRC Customer Support Center and Network Control Center.

As part of the services performed after delivery, the Contractor shall provide all warranty information to the NRC Project Officer, and shall enter the warranty information into the Agency's Asset Management and Tracking Systems (see Section C.5.4.c).

C.5.4.a.3 Hardware Setup

The Contractor shall perform setup activities immediately upon delivering new microcomputers (system units, monitors, keyboards, mouse systems, printers, adapter cards and other peripherals) to HQ NRC worksites. The Contractor shall also provide setup support when existing hardware at HQ NRC work sites require installation and configuration of single-order requests for adapters and/or peripherals, or when warranty repair and/or nonwarranty maintenance has been performed on this existing hardware. The Contractor shall not be required to perform setup activities at Regional Offices.

Hardware setup shall include: (a) assembly and installation of newly delivered microcomputers; (b) relocation and/or reconfiguration of new or existing microcomputers (see also Section C.5.4.a.5, Hardware Moves); (c) disassembly and deinstallation of whole or partial configurations (system unit, monitor, keyboard) and associated devices (peripherals or adapter cards); and (d) connection and test of the full complement of peripherals, internal adapters, software packages (including data communications support), and other components within the HQ NRC work site, especially after warranty repair service or nonwarranty maintenance has been performed.

As noted in (b) above, the Contractor shall perform reconfiguration as part of hardware setup to verify that, after initial installation of a microcomputer, all software packages are operational, all peripherals have been identified correctly to software programs and configured for the appropriate environment (standalone and/or network mode), all data connectivity is operational including telecommunications to in-house and offsite host systems via either hardwired or dialup connections, and that all user applications based on Contractor-installed software packages operate properly. See also Section C.5.4.a.5, Hardware Moves. No more than 2 workhours shall elapse between the time a microcomputer system is installed and the time it is operational and accepted at the NRC worksites.

The Contractor shall ensure that the Agency's Asset Management and Tracking Systems is updated immediately after hardware setup activity is performed. The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center the setup activities under this Contract.

The Contractor shall install hardware adapters and peripherals according to the various manufacturer's instructions and using the guidelines established by the NRC. When performing deinstallation activity during moves and relocation's, the Contractor may be requested to recover all or some internal cards in expansion slots for reuse in other microcomputers and/or for return to inventory. Hardware setup shall include test of each microcomputer affected by removal or addition of individual components.

C.5.4.a.4 Hardware Moves

The Contractor shall be responsible for physically disassembling and relocating microcomputer systems and peripherals within and between HQ NRC work sites. Hardware moves can include complete configurations (system unit, monitor, keyboard), internal boards/adapters, printers, expansion units and other peripherals, or any combination thereof. The Contractor shall not be required to perform hardware moves at Regional Offices.

The Contractor shall perform hardware moves within and between NRC HQ work and storage sites in different buildings, and shall, consistent with NRC guidance and priorities, schedule relocation activity concurrent with ongoing delivery, setup, upgrade and warranty repair or nonwarranty maintenance activities. Unless otherwise notified by the NRC Project Officer, the Contractor shall schedule and complete hardware moves within 2 workdays of notification of the move. If the Contractor damages a component during a move, the Contractor shall repair or replace the component at no cost to the NRC and within 1 workday. The Contractor shall be responsible for updating the Agency's Asset Management and Tracking Systems within 1 workday of completing hardware moves. When moves are completed, the contractor shall verify working status and immediately notify the Project Officer of any residual problems outside of the scope of the contract.

In the performance of moves involving existing microcomputers, the Contractor may be requested to install additional adapters and peripherals, deinstall or upgrade internal components, or recover all adapter cards from expansion slots. This installation, deinstallation and recovery activity shall be performed concurrent with the moves. Prior to scheduling of moves, the contractor shall walk through all workstations involved in the move. The purpose of the walk through is to identify any non-standard equipment or special user needs.

The Contractor shall closely coordinate move activity with the NRC Customer Support Center and Network Control Center.

The Contractor shall not consider as a "hardware move" the removal of a microcomputer for warranty service offsite; see Section C.5.5, Warranty Provisions.

The NRC occasionally undertakes large scale microcomputer hardware moves in support of major organizational restructuring. These moves generally occur at night or over weekends (non-PPS). The NRC will inform the Contractor of the scope and required timing of non-PPS moves at least 3 workdays prior to its occurrence. The Contractor shall provide sufficient qualified personnel necessary to support the scope and timing of non-PPS moves; see Section C.5.1.

C.5.4.a.5 Hardware Upgrades

The Contractor shall be responsible for installing hardware upgrades and options on new microcomputers purchased under this Contract and on other new and existing microcomputers at HQ NRC work sites. Hardware upgrades shall be installed in accordance with manufacturer's instructions and NRC Project Officer or designee technical direction. The Contractor shall not be required to perform hardware upgrade activity at Regional Offices.

The NRC shall reserve the right to provide, at its discretion, any systems peripheral, upgrade, or component for installation by the contractor at any time during the performance of this Contract. The Contractor shall schedule upgrade activity concurrent with other support services provided in this Contract.

Upgrades shall be completed within 3 workdays of the order being issued to the Contractor unless the end-user (and alternate) is unavailable.

The Contractor shall update relevant data in the Agency's Asset Management and Tracking Systems used to manage all NRC microcomputer hardware and software information.

C.5.4.a.6 Hardware Technical Support

The Contractor shall closely coordinate with the NRC Customer Support Center and the Network Control Center all requests for data disaster recovery (including warranty issues, recovering from hard drive failures as part of nonwarranty maintenance service, etc.), reinstallation or deinstallation of hardware (internal or external), new configurations and reconfigurations including moves and relocation's, hardware maintenance and component maintenance history updates, all performance compatibility testing in coordination with other support staff, and special activities as assigned by the NRC Project Officer. The Contractor shall not be required to provide onsite hardware technical support at Regional Offices.

The Contractor shall provide technical support for all hardware purchased under this Contract and for existing NRC owned microcomputer hardware (see Table 2 for sampling), and shall provide qualified personnel who are knowledgeable about the hardware being purchased. Technical support shall include but not be limited to hardware, software, and network diagnostics, analysis, troubleshooting, maintenance, problem identification and resolution. For hardware that is under warranty, the Contractor shall conform to the guidelines of Section C.5.5, Warranty Provisions. For hardware purchased from other sources, the Contractor shall closely coordinate technical support with the NRC Customer Support Center and the Network Control Center.

The Contractor shall respond to reported microcomputer hardware requests from the NRC Project Officer or NRC Customer Support Center within 2 workhours (1/2 hour for priority assignments) of notification by the NRC Project Officer, NRC Customer Support Center. The Contractor's response can be electronic (e-mail), verbal (telephone), or in person (onsite visit to HQ NRC work site) and, as requested by the NRC Project Officer, shall be in close coordination with the NRC Customer Support Center and Network Control Center. The Contractor shall close out requests within 1 workday of receiving the call; close-out shall be in written form and shall be submitted to the NRC Project Officer, with a copy to the NRC Customer Support Center if the call originated from that area. If the request cannot be resolved within the specified time, the Contractor shall bring this to the attention of the NRC Project Officer. The Contractor shall obtain approval from the NRC Project Officer if the resolution requires procurement of replacement hardware or if the resolution must begin after the PPS.

The Contractor shall respond on an immediate priority basis to special requests as identified by the NRC Project Officer and received from the Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors.

The Contractor shall provide warranty service (see Section C.5.5, Warranty Provisions) for new hardware purchased under this Contract, and shall also provide onsite technical support. The Contractor shall handle all warranty issues within the guidelines established in Section C.5.5 and at the direction of the NRC Project Officer.

C.5.4.a.7 Hardware Maintenance

The Contractor shall provide preventive and remedial maintenance services, including troubleshooting and coordination with the Customer Support Desk and Network Control Center, for nonwarranty microcomputer components located at HQ NRC work sites. The maintenance services shall include responding to reported failures and assessing the need for offsite bench work repair; arranging for and providing NRC loaner hardware (see Table 3) and/or identical replacement components while performing offsite bench work; and data disaster recovery. Hardware to be supported is listed in Table 2, "Supported Microcomputer Hardware." The Contractor shall not be required to perform non-warranty hardware maintenance for Regional Offices.

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when hardware maintenance involves deinstallation of entire system units or failed hard drives. Maintenance histories of all systems and components shall be entered into the Agency's Asset Management and Tracking Systems for prompt access by the Customer Support Desk and Network Control Center.

Should the NRC make site alterations which adversely affect the maintenance of microcomputer installations, the continuation of maintenance service shall be subject to mutual agreement. If such site alterations create a safety hazard or are in noncompliance with the vendor or manufacturer operating environment specifications for the components to be serviced, the Contractor shall bring this to the attention of the NRC Project Officer. Contractor alterations to microcomputer components and installations shall be made only with the consent of the NRC Project Officer or designee.

Preventive and remedial maintenance service does not include electrical work external to the hardware or the furnishing of external supplies such as ink, toner or font cartridges or printer paper (see Section C.5.4.a.7, Hardware Technical Support). Maintenance also does not include adding, modifying, or removing peripherals such as optical scanners, data modem sets or other telecommunications devices (see Section C.5.4.a.4, Hardware Setup).

Maintenance Services

The Contractor shall notify the NRC customer prior to any visit to perform work at the customers workstation. The Contractor shall schedule a time for the site visit, within the Principle Period of Maintenance, that is acceptable to the customer. Whenever possible, the site visit shall be scheduled so the customer or a designated representative is available to certify the work has been completed. If the customer and designee are unavailable to confirm satisfactory completion of the call, the Contractors technician shall leave the NRC A Sorry I missed you form indicating the problem resolution or the need for a return visit.

The Contractor shall respond on an immediate priority basis to maintenance requests received from the Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors, and to requests identified as priority by the NRC Project Officer. In all other instances, the Contractor shall establish a logical priority response schedule to incoming requests.

The Contractor shall respond to reported microcomputer hardware problems within 2 workhours (1/2 workhour for priority) of notification. Response and repair time, when added together, shall not exceed 8 workhours (2 workhours for priority). The Contractor shall be responsible for providing full replacement of failed components within the specified response and repair time. If the component(s) cannot be repaired within the allotted response time, the Contractor shall notify the designated co-project officer, in writing (Email is sufficient) explaining why the repair cannot be made. The designated co-project officer must approve, in writing (email is sufficient) any replacement of customer hardware from the NRC inventory of temporary loaner equipment.

Repair time for malfunctioning hardware removed from a customer workstation for bench repair, shall not exceed 2 workdays.

In those instances where the Contractor has not repaired the hardware within the specified time period and, upon their notification of the designated co-project officer, in writing of this incident, the designated co-project officer will make a determination as to whether the hardware should have, reasonably, been repaired.

The Contractor shall be responsible for any recurrence of maintenance within 20 workdays of the original repair order if the recurrence is the result of the same or similar problems originally identified. The burden of justifying whether or not the maintenance to be performed within the 20 workday period is the same or similar shall be with the Contractor.

The Contractor shall obtain written approval from the NRC Project Officer prior to performing maintenance if (a) the cumulative cost of repairs exceeds the worth of the hardware being repaired, (b) the cost of the repair exceeds \$20.00, and/or (c) the repair must begin after the PPS to be within the allotted response time.

The Contractors technicians shall provide a oral or electronic report on the status of each call within 15 minutes of determining either that the call can be closed or that additional work is required but not possible during that visit to the customer workstation. The status shall be reported to the NRC

Customer Support Center (CSC) and shall include the following information:

- CSC Service Request (Ticket) Number and Customer Name
- Confirmation of problem or statement of no problem found
- Information about problem resolution, if resolved
- If not resolved, information on what additional steps (i.e. parts need

to be ordered) are necessary to resolve the problem, and when the problem is expected to be resolved

- What other groups (i.e. LAN, Telecommunications) need to assist with problem resolution and why

In addition, the Contractor shall provide the above information to the NRC Project Officer or designee for each ticket designated as Priority/VIP. All maintenance history information resulting from any response shall be documented in the Agency's Asset Management and Tracking Systems under the appropriate category. The Contractor shall complete and submit a malfunction incident report to the NRC Project Officer as part of the close-out of maintenance calls. The incident report shall include the signature of the customer or designee to confirm successful completion of the work. Close-out shall include the date and time the Contractor was notified of the malfunction; date and time of the Contractor's arrival at the NRC work site; type and serial number of the component serviced; chargeable time spent on repair (if applicable), description of the malfunction and the corrective action taken; and a list of replacement parts and/or loaner hardware used, as applicable.

The Contractor shall advise NRC's Project Officer in writing when performance standards are not being met by the Contractor's staff and what steps are being taken to correct problems and to conform to the standards. The Contractor shall also advise NRC's Project Officer in writing about any problems being experienced, including problems with other support groups, and make recommendations on how these problems may be resolved.

The Contractor shall back up hard drives and perform data disaster recovery on a case-by-case basis after written approval from the NRC Project Officer of the Contractor's methodology and approach to accomplish the activity. Back up hardware must be capable of storing large volumes of information, must be portable and reliable, and must be compatible with the microcomputers installed at HQ NRC work sites. The Contractor shall maintain an estimated cost schedule to support this activity.

The Contractor shall be responsible for performing complete problem diagnostics on all equipment under warranty by another vendor. The Contractor shall be responsible for returning for warranty repair or replacement any hardware or software under warranty by another vendor. The Contractor shall provide NRC-owned loaner equipment (if available) when the hardware to be removed is necessary for the functioning of the workstation. The Contractor shall notify the vendor of the malfunctioning item, then pack, and ship the items according to instructions provided by the vendor. The Contractor shall maintain records, receive returned equipment, and test, then return repaired or replacement items to the original NRC location and return any loaner equipment to the designated storage area.

The Contractor shall provide a fully operational, offsite bench work facility with a wide range of parts and replacement components in order to support for 3 years the hardware purchased under this Contract and to provide

remedial support for the hardware identified in the Microcomputer Replacement Plan until such time as that hardware is replaced. For all maintenance work, the Contractor shall provide the NRC Project Officer with a diagnosis of each component failure and a written estimate of repair time and cost. For all maintenance work, the Contractor shall update the Agency's Asset Management and Tracking Systems with the information required to identify the NRC work site, hardware installation and associated maintenance history, etc., as noted in Section C.5.4.c.

Remedial Maintenance Services

The Contractor shall perform remedial maintenance at all NRC HQ work sites specified in Table 1, within the response time required during the PPS after notification by the NRC Project Officer, NRC Customer Support Center or designee that microcomputer hardware is malfunctioning. The Contractor shall provide continuous technical effort to restore the hardware to its original condition.

Replacement Parts

The Contractor shall be responsible for supplying replacement parts, new or equal in performance to new, when providing maintenance for any NRC owned hardware component or microcomputer-based peripheral. The Contractor shall maintain an adequate inventory of spare and repair parts sufficient to respond to maintenance response requirements identified below. The Contractor shall not invoice the NRC for any spare parts until the spare parts have been installed by the Contractor and accepted by an NRC Project Officer(s) (COTR). The Contractor shall use new original equipment manufacturer or new compatible parts as replacement parts. If new parts are unavailable the Contractor can provide used and/or reconditioned/refurbished parts as replacement parts, the Contractor shall identify the parts as such with a label and the appropriate documentation and shall provide the same warranty afforded new materials.

The Contractor shall maintain an inventory of spare parts and provide them as necessary to properly and efficiently maintain the hardware for 3 years. This inventory shall contain at a minimum the vendor's or manufacturer's recommended spare parts for the hardware identified. 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 rate as listed by the manufacturer when new.

C.5.4.b Microcomputer Software

The Contractor shall provide microcomputer software support services to the NRC. The Contractor shall base their activities at the microcomputer installation sites (HQ NRC work sites), and from the NRC Software Library. Software support to be performed under this contract includes the following activities:

1. Software Receipt and Verification
2. Software Issuing
3. Software Installation and Deinstallation
4. Inventory control
5. Ad hoc reports requested by the NRC Project Officer

The Contractor shall provide all software services during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

The Contractor shall perform software installation activities at their facility when software is to be installed on microcomputers provided by this Contract. The Contractor shall perform software installation activities at the HQ NRC work site when individual requests for software installation on existing microcomputers are received or reallocations are involved.

The Contractor shall perform software deinstallation and reinstallation, including configuration and reconfiguration, required to support applications residing on NRC microcomputers.

The Contractor shall be responsible for physically relocating software, including manuals, booklets, and binders, within and between NRC buildings when relocation activity is involved, and for updating the Activity database.

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when user assistance involves reinstallation or relocation of software. The Contractor shall perform vendor/manufacture upgrades, and shall provide assistance with data disaster recovery (including providing new or relocated software packages for reinstallation).

The Contractor shall respond on an immediate priority basis to special requests as identified by the NRC Project Officer and received from the following: Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors.

The Contractor shall respond to reported microcomputer software requests within 1 workhour (1/2 hour for priority assignments) of notification by the NRC Project Officer or designee. The Contractor's response can be verbal or in person (e.g., telephone or onsite visit to HQ NRC work sites) and, as requested by the NRC Project Officer, shall be in close coordination with the NRC Customer Support Center and Network Control Center. The Contractor shall close out requests within 1 workday of receiving the call; if the request cannot be resolved within the specified time, the Contractor shall bring this to the attention of the NRC Project Officer. The Contractor shall obtain approval from the NRC Project Officer if the resolution requires procurement and/or installation of replacement software or if the resolution must begin after the PPS.

The Contractor shall keep the NRC Project Officer apprised of the software

inventory status through the submission on biweekly Software Inventory Status Reports.

C.5.4.b.1. Software Receipt and Verification

The Contractor shall provide software receipt and verification services, at their facilities for the software purchased under this Contract. Upon receipt of a software shipment, the Contractor shall:

- (a) Remove all invoices and packaging information, if attached,
- (b) Verify that the delivered items exactly correspond to the invoiced items,
- (c) Enter the vendor invoice number in an appropriate log, and
- (d) Provide the invoices and packaging information to the NRC Project Officer.

As noted in (b), above, the delivered items must be individually opened, counted, and verified against the invoice and packaging information, as applicable. The Contractor shall be responsible for resolving any discrepancy between the shipment and the actual delivery.

C.5.4.b.2. Software Logging and Registration

After receipt and verification, the Contractor shall stamp the manuals and diskettes For Official Government Use Only using the rubber stamps provided by the NRC. The Contractor shall then store the software in a secured facility. Although the NRC owns the software, the Contractor shall be held accountable for all software packages, manuals and diskettes until a signature from an NRC employee indicates that the software is now in use on a microcomputer at an NRC work site. Not all software will be immediately installed on NRC's microcomputers.

C.5.4.b.3. Software Issuing and Tracking

The Contractor shall issue individual software packages to NRC-tagged microcomputers upon receipt of an IRM-approved Form 530.

If the software request is approved, the Contractor will receive the Form 530 and shall verify the existing microcomputer's NRC Tag number (if noted on the Form 530) and location. When discrepancies arise as to assignments, the Contractor will notify the NRC Project Officer immediately.

The Contractor shall assign the software package to the microcomputer Tag number and proceed with installation. The Contractor shall ensure that

the software package is entered into the Agency's Asset Management and Tracking Systems and that the Form 530 is marked as completed and filed in sequence by Tag in the appropriate binder.

C.5.4.b.4. Software Installation and Deinstallation

The Contractor shall provide installation and deinstallation services, including relocation, reinstallation and upgrades, of software assigned to microcomputers at HQ NRC work sites. The Contractor shall be responsible for installation of software on new microcomputers located at their facility which are scheduled for delivery to HQ and Regional Office work sites, and on existing NRC-tagged microcomputers at HQ NRC work sites. The Contractor shall install software according to the manufacturer's instructions and using the guidelines established by the NRC.

When the Contractor is installing software on microcomputers at their offsite staging facility, the Contractor shall test these new and/or upgrade software installations at the staging facility prior to relocation of the microcomputer to an HQ NRC work site. Software features such as print capabilities shall be tested at the HQ NRC work site to ensure that all data connectivity is provided to networked environments (including other microcomputers, minicomputers, and host facilities). No more than 2 workhours shall elapse between the time a microcomputer system is installed and the time the software programs are fully operational and accepted at the NRC work site.

The Contractor shall notify the NRC Project Officer immediately if problems arise with data connectivity after the software program is tested.

The Contractor shall notify the NRC Project Officer when the following situations exist for software installation:

- (a) Defective diskette or items missing. The Contractor shall immediately notify the NRC Project Officer and document all actions taken in this regard.
- (b) Additional features of an upgraded package for software that is already in stock. If an NRC-wide upgrade of a individual software package is scheduled, the NRC Project Officer will provide special installation procedures to the Contractor.
- (c) Manufacturer's upgrade program. Software manufacturers notify registered users of all upgrades and of the procedures to follow. The Contractor will coordinate the upgrade with the NRC Project Officer.
- (d) Request for relocation of a software package from one NRC-tagged microcomputer to another (deinstallation and reinstallation). The Contractor will coordinate with the NRC Customer Support Center, as applicable, will process the Form 530 prior to performing the relocation activity, and will update the Agency's Asset Management and Tracking Systems accordingly.

- (e) Hardware maintenance (see Section C.5.4.a.8) for a fixed disk failure requiring reinstallation of all software packages that are assigned to an NRC-tagged microcomputer system.

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center all user requests for data disaster recovery (including backing up hard drives), reinstallation or deinstallation of software packages, configuration and operations support, and issues of software performance and compatibility with other software programs.

C.5.4.b.5 Software Upgrades

The Contractor shall be responsible for installing software upgrades and reconfiguring software packages whether or not purchased under this Contract. The Contractor shall complete this support service within 1 workday of notification by the NRC Project Officer or his designee. The Contractor shall also be responsible for installing upgrades to existing microcomputer software packages at HQ NRC work sites in accordance with software developers' instructions and NRC Project Officer technical direction. The Contractor shall schedule this activity (concurrent with other ongoing activity) with the NRC Project Officer or his designee. The Contractor shall not be required to perform software upgrades at Regional Offices.

The NRC shall provide, at its discretion, upgrades for any of the software packages identified in Section C.5.3, for installation. NRC reserves the right to add or subtract from the list of software packages at any time during the performance of this Contract.

C.5.4.c Asset Management and Inventory Control

The Contractor shall maintain data in the Agency's Asset Management System to track information pertaining to all aspects of hardware and software movement performed under this Contract. The Contractor shall update automated and manual records and systems established by the NRC to track and report calls for service and requests. The Contractor shall ensure that the data in the Agency's Asset Management and Tracking Systems that is their responsibility, is maintained with integrity and consistency to promote the efficient flow of information among all NRC support areas. The Agency's Asset Management and Tracking Systems shall be an integral part of tracking activities related to the Microcomputer Replacement Plan (see Section C.5.4.a.1) and for future upgrade initiatives.

C.5.5 Warranty Provisions

The Contractor shall provide a minimum 2-year onsite parts and labor warranty for all hardware components purchased under this Contract. For hardware that is being shipped to Regional Offices, the Contractor shall acquire a minimum 2-year onsite parts and labor warranty service from a service vendor within a 1 hour response time of the Regional Office. For hardware purchased for HQ NRC work sites, the Contractor shall be responsible for:

- (a) performance during the warranty period of components and peripherals purchased under this Contract,
- (b) providing technical documentation and technical support for all warranty items,
- (c) complying with manufacturer and/or vendor special requirements for warranty service and accounting for actions which invalidate a warranty, whether or not the warranty is with the vendor, manufacturer, or Contractor,
- (d) responding to warranty repair requests on HQ NRC hardware and coordinating with provider to ensure compliance with warranty provisions, or providing exact (no charge) hardware replacement within the specified time (8 workhours),
- (e) accountability for complying with manufacturer and/or vendor upgrade notifications if warranty is affected by the upgrade, and
- (f) providing documented procedures for activating warranty repairs in Regional Offices.
- (g) providing documentation for the repair to confirm that parts and/or labor were not charged to the NRC.

The Contractor shall not be responsible for performing warranty repair work on hardware not purchased under this Contract. However, the Contractor shall be responsible for performing complete problem diagnostics on all equipment under warranty by another vendor. The Contractor shall be responsible for returning for warranty repair or replacement any hardware or software under warranty by another vendor. The Contractor shall provide NRC-owned loaner equipment (if available) when the hardware to be removed is necessary for the functioning of the workstation. The Contractor shall notify the vendor of the malfunctioning item, then pack, and ship the items according to instructions provided by the vendor. The Contractor shall maintain records, receive returned equipment, and test, then return repaired or replacement items to the original NRC location and return any loaner equipment to the designated storage area.

The Contractor shall ensure that their warranty performance adheres to the NRC definition of warranty provisions, which includes the above Contractor responsibilities and specific burn-in conditions as noted in Section C.5.4.a.2, Hardware Burn-In.

The Contractor shall provide warranty service as noted above, and associated technical support and coordination with the NRC Customer Support Center and Network Control Center, between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays, for the entire period that any warranty is in force for any hardware component. The Contractor shall ensure that technical support for all services is available to the NRC by telephone, onsite visit, or electronic mail.

The Contractor shall be responsible for ensuring that manufacturer and/or vendor requirements for warranty service are met and that the environment in which the components are installed meets these requirements. The Contractor shall pass on and act as an agent of the NRC for any and all component level manufacturers for parts and labor warranties.

For NRC Headquarters locations, the Contractor shall respond to reported microcomputer hardware problems within 2 workhours (1/2 workhour for priority) of notification. The Contractor shall be responsible for performing and completing warranty repairs or providing replacement hardware with the same, or better, characteristics and configuration as the faulty hardware within 8 workhours of notification and confirmation of a failure (2 workhours for priority). For Regional Office locations, the Contractor shall be responsible for soliciting the services of a local (Regional location) firm to perform and complete onsite (Regional location) warranty repairs within 24 hours of notification and confirmation of failure of hardware installed in a Regional Office.

When the Contractor has provided replacement hardware to meet the warranty replacement period, the Contractor shall repair the malfunctioning hardware that was removed from the HQ NRC work site within 2 workdays of the day and time of its removal. At the completion of warranty repair, the Contractor shall provide to the NRC Project Officer specific documentation (including NRC Tag number, vendor/manufacturer make/model, serial number, part code, other identifying information as applicable) on what component failed, what actions were taken to repair the component, and the total elapsed time of warranty service.

The Contractor is responsible for ensuring that hardware under warranty is so noted in the Agency's Asset Management System. The Contractor shall define specifically for the NRC Project Officer what actions by the NRC, if any, may invalidate a warranty.

C.5.6 Hours of Performance

The Contractor shall provide the services defined in this Contract during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

C.6 Labor Categories

The Contractor shall provide on a full-time, backup and on-call basis the continued availability of qualified, competent and fully trained personnel (some of whom will reside full-time at the NRC), to perform all support services as defined in this Contract and within the performance hours noted in Section C.5.6. The Contractor's personnel shall act in a courteous, responsive, knowledgeable and professional manner at all times. It is the intent of this contract to provide timely and efficient support as outlined in this contract. The NCR's objective is to pledge a goal of 100% customer satisfaction for all end-users. The contractor shall provide materials, tools, personnel, and oversight to ensure that NRC will attain this level of quality. Quality and customer satisfaction will be measured by sound principles of corporate initiative, personnel responsiveness, overall repair times, attitudes, behavior and skill levels.

All personnel engaged in the contract activities specified herein shall have a high degree of technical proficiency consistent with the work being performed. Qualifications, including training and experience for personnel utilized by the contractor for the operation, maintenance, and repair of specialized equipment such as computer workstations, high performance workstations, network file servers, printers, and monitors shall be certified in writing to the Contracting Officer or his or her representative. It shall be the responsibility of the Contractor to develop, implement, and maintain a training program to ensure that key personnel maintain a current knowledge of the hardware and software technology provided by, and supported through, this Contract. This training program will be reviewed by the Project Manager for this Contract and the Project Officer every 6 months throughout the life of this contract.

The Contractor shall maintain continuous availability of all key personnel who are required for successful performance of the work described in this Contract. The Contractor shall ensure that key personnel and backup personnel are committed to perform the services during the performance hours.

The Contractor shall supply a list of NRC pre-approved, pre-badged, additional technical support personnel that have undergone NRC security clearances and may be called upon at the contractor's expense to assist in fulfilling mission requirements. The technicians shall possess the basic skills and the level of experience necessary to perform the functional responsibilities detailed in this contract. The Contractor shall respond on-site to the NRC's White Flint North complex within 1 hour of the initial oral, written, or telephonic request.

The Contractor key personnel shall be available at all times to meet peak workload requirements during the hours of performance. One extra technician shall be available, on-call, with 2 hour notice, and as many as six additional technicians shall be available, on-call, with 2 day notice for PPS, evening, or weekend work to support hardware deinstall/reinstall requirements arising from major NRC organizational moves, or other emergencies. Backup personnel submitted as replacements for key personnel shall be available for full-time key positions within 2 weeks of notification and approval by the NRC Contracting Officer; backup personnel substituting for key personnel on a daily basis shall be 2 hour notice for any number of persons.

The Contractor shall ensure that all personnel are committed to perform the services required under this Contract during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for services which were begun during the PPS and extended beyond the PPS. However, the Contractor shall maintain the availability of personnel to provide services during non-PPS hours. The requirement for non-PPS support will be at the discretion and approval of the NRC Project Officer.

The NRC anticipates a need for labor categories identified in the following subsections.

C.6.1 Project Manager (KEY)

FUNCTION: Organizes, directs, and manages the functional areas of support services required by this Contract. Obtains staff to support all services in conformance with the position descriptions defined under these labor categories.

EDUCATION: BS or BA required in an appropriate field (e.g., business administration, management science, computer science) or extensive related previous experience. Advanced professional education and training in management principles and practices for the services to be performed is desirable.

EXPERIENCE: Minimum 10 years progressive responsibility required in the area of automated data processing and networked office automation systems (microcomputer-based or other), and basic telecommunications experience as appropriate to manage specific positions and projects. Recent (within the last 3 years) experience must be in managing multiple projects simultaneously from initiation through completion. Must have had a minimum 5 years of experience managing 20 or more people. Requires skill in verbal and written communications.

C.6.2 Senior Systems Consultant (KEY)

FUNCTION: Senior technical advisor and expert for all services required by this Contract. Primary responsibility for Microcomputer Replacement Planning. Assigned to multiple tasks concurrently. Has extensive contact with most levels of NRC microcomputer user community and other technical support staff related to the services to be performed. Serves as backup to the Project Manager.

EDUCATION: BS or BA required (MS or MBA preferred) in information systems management sciences, or computer science.

EXPERIENCE: Minimum 8 years experience desirable in information systems consulting, performing and implementing requirements analyses, and associated development services, including Minimum 2 years in professional consulting and 4 years in program/project management. Proven analytic and problem solving ability, creativity and insight. Responsible for development planning, evaluation and review of services associated with this Contract. Requires skills in verbal and written communications.

C.6.3 Senior Microcomputer Technicians (KEY)

FUNCTION: Performs all phases of support services under this Contract, including troubleshooting and resolution of microcomputer hardware and software problems, implementation of the Microcomputer Replacement Plan in coordination with the Senior Systems Consultant, and specific activities for hardware and software outlined in Section C.5.4 of this Contract.

EDUCATION: BS or BA desirable in computer science or engineering to include electrical/electronics technology

EXPERIENCE: Minimum 7 years experience required in integrating and installing microcomputer systems hardware and software. This 7 years experience must include installation and configuration of new hardware and operating systems, deinstallation and/or reconfiguration (including upgrades) of hardware and software, and troubleshooting and resolution of problems related to software, hardware, and peripheral interface. Minimum 2 years experience desirable in maintenance-related issues regarding hardware components. Minimum 3 years experience desirable in network connectivity.

C.6.4 Microcomputer Technicians

FUNCTION: Performs all phases of support services under this Contract, including troubleshooting and resolution of microcomputer hardware and software problems, implementation of the Microcomputer Replacement Plan in coordination with the Senior Systems Consultant, and specific activities for hardware and software outlined in Section C.5.4 of this Contract.

EDUCATION: Associates Degree desirable in computer science or engineering to include electrical/electronics technology. Formal classroom training required in microcomputer hardware training (technical or trade school) for hardware, software and peripherals.

EXPERIENCE: Minimum 4 years experience required in integrating and installing microcomputer systems hardware and software. This 4 years experience must include installation and configuration of new hardware and operating systems, deinstallation and/or reconfiguration (including upgrades) of hardware and software, and troubleshooting and resolution of problems related to software, hardware, and peripheral interface. Minimum 2 years exposure to maintenance-related issues and network connectivity desirable.

C.6.5 Dispatcher

FUNCTION: Performs dispatch and tracking functions for the hardware and software support services provided under this Contract. Activity is both written and verbal, and requires close coordination with the Computer Assistant category. Ensures the correct disposition of materials prior to dispatch to the Technicians, and makes recommendations to the Technical Coordinator for improvements in services and schedules.

EDUCATION: Associates degree in business management sciences desirable. High school or trade school graduate required.

EXPERIENCE: Minimum 5 years experience desirable in business office administrative procedures, including reception and telephone support. Familiarity with microcomputer hardware, software, and troubleshooting techniques desirable. Excellent interpersonal skills required, and ability to organize and resolve scheduling problems. Basic typing ability required to track support service activities and provide written documentation.

C.6.6 Computer Assistant

FUNCTION: Enters data into the asset management and tracking database, general inventory systems, and other report systems in support of the services provided under Section C.5.4 of this Contract. Responsible for labeling, logging, and tracking of hardware and software components, delivery orders and schedules, and incoming and outgoing requests for microcomputer support activities.

EDUCATION: High school or trade school graduate required. Associates degree in computer science desirable.

EXPERIENCE: Minimum 3 years experience required in database and inventory control practices and procedures. Prior hands-on experience (Minimum 3 years) with microcomputer hardware and software required in order to assist the Technical Coordinator. Basic typing ability is required, with emphasis on organizational skills sufficient to manage and process large amounts of material and volumes of paper and data. Knowledge of routine office administrative procedures. Knowledge of microcomputer system hardware and software sufficient to distinguish components and programs on delivery reports and warranty records.

TABLE I - NRC BUILDING LOCATIONS

HEADQUARTERS

One White Flint North
11555 Rockville Pike
Rockville, MD

Two White Flint North
11545 Rockville Pike
Rockville, MD

Public Document Room.
Gelman Building
2120 L Street N.W.
Washington, DC

NRC Warehouse
5000 Boiling Brook Parkway
Rockville, MD

REGIONS

Region I
475 Allendale Road
King of Prussia, PA 19406-1415

Region II
101 Marietta Street, Suite 2900
Atlanta, GA 30323

Region III
799 Roosevelt Road
Glen Ellyn, IL 60137

Region IV
611 Ryan Plaza Drive, Suite 400
Arlington, TX 76011-8064

Walnut Creek Office of Rgn IV
1450 Maria Lane
Walnut Creek, CA 94596-5368

OTHER

NRC Technical Training Center
Osborne Office Center
5700 Brainerd Road, Suite 200
Chattanooga, TN 37411-4017

Uranium Recovery Field Office
730 Simms Street, Suite 100
Golden, CO 80401

High-Level Waste Management Office
301 East Stewart Avenue, #203
Las Vegas, NV 89101

TABLE 1 - NRC BUILDING LOCATIONS - Continued

NRC Headquarters Contractor Locations

ANSTEC, Inc. (NUDOCS)
40 W. Gude Drive, Suite 130
Rockville, MD

Sytel
6430 Rockledge Dr. Suite 400
Bethesda MD. 20817

Applied Management Systems (AMS)
5515 Security Lane, Suite 500
Rock-Wall Building
Rockville, MD 20852

M-Cubed Information Systems, Inc.
Montrose Office Park
3206 Tower Oaks Blvd. Suite 210
Rockville, MD 20852

TABLE 2 - SUPPORTED MICROCOMPUTER HARDWARE

Hardware components for Local Area Networks (File, Mail, Communications Servers)

IBM & Compatible Personal Computers (80386, 80486, Pentium) & peripherals
(desktop & laptop)

Dot Matrix, Inkjet, and Laser Printers (Including Color)

- Epson
- IBM
- Okidata
- HP
- Tektronix

Apple Macintosh IIC

Apple Laptop

Apple Quadra 800 & peripherals

Apple PowerMac & peripherals

UNIX Based Platforms (SUN, DEC, etc.) & peripherals

- Sun Sparc
- Dec Alpha
- IBM RISC 6000

Scanners

- Scantron
- HP
- Epson
- Fujitsu
- Visioneer

TABLE 3 - REQUIRED LOANER HARDWARE AVAILABILITY

TO BE DETERMINED

C.1 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG 1996 |
| 52.246-5 | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR 1984 |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR 1984 |
| 52.244-2 | SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) | MAR 1996 |

[End of Clause]

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

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

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

| NUMBER | TITLE | DATE |
|-----------|-----------------|----------|
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |

[End of Clause]

F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (5 copies)

U.S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop - T4F17
Rockville, MD 20852-2738

(b) Contracting Officer (1 copy)

[End of Clause]

F.3 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)
ALTERNATE 1 (MAR 1987)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

U.S. Nuclear Regulatory Commission
Contract Number: NRC-33-97-182
See Subsections C.5.4.a.2 and C.5.4.b.1
through C.5.4.b.4

[End of Clause]

F.6 (Continued)

Officer. The report is due within 5 workdays after the end of the reporting period and must identify the title of the project, the contract number, Job Code (JC), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed, including hours worked for all contractor personnel, during the period and milestone reached or, if missed, and explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the NRC Contracting Officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and

- (c.1) Hardware - Report the following for this period and cumulative:

Maintenance Activity

- Number of warranty repairs
- Computers scheduled for delivery & set-up vs actual deliveries & set-ups
- Number of up-grades
- Number of moves
- List and cost of all spare parts used

- (c.2) Software - Report the following for this period and cumulative:

- Number of up-grades
- Planned installation for next reporting period

- (d) Plans for the next reporting period

F.7 DELIVERY SCHEDULE

| CLIN DESCRIPTION | SOW REFERENCE | DELIVERY DATE* |
|---------------------------------|---------------|----------------|
| DESKTOP MICROCOMPUTERS | | |
| 1 iPentium/200/16MB EDO RAM | C.5.2.a | 10 work day* |
| 2 iPentium Pro/200/32MB EDO RAM | C.5.2.a | 10 work day* |

**F.4 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) Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.
 - (2) 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.
 - (3) 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.
 - (4) The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the Contractor.

[End of Clause]

**F.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 the date of installation from date of installation, the term of this contract is from 01/10/97 through 01/09/98.

[End of Clause]

F.6 TECHNICAL PROGRESS REPORT

The Contractor shall provide a semi-monthly Technical Progress Report to the NRC Project Officer and the NRC Contracting

F.7 (Continued)

| DESKTOP OPTIONS | | | |
|-------------------------|---|---------|--------------|
| 3a | 16Mb 72 pin EDO SIMM stick | C.5.2.a | 10 work day* |
| 3b | 32MB 72 pin EDO SIMM stick | C.5.2.a | 10 work day* |
| 3c | 64MB 72 pin EDO SIMM stick | C.5.2.a | 10 work day* |
| 3d | 3.XGB Hard Drive SCSI | C.5.2.a | 10 work day* |
| 3e | 3.XGB Hard Drive IDE | C.5.2.a | 10 work day* |
| 3f | Token Ring Interface Card (PCI) | C.5.2.a | 10 work day* |
| 3g | Token Ring Interface Card (ISA) | C.5.2.a | 10 work day* |
| 3h | 15-inch Monitor | C.5.2.a | 10 work day* |
| 3i | 17-inch Monitor | C.5.2.a | 10 work day* |
| 3j | 21-inch Monitor | C.5.2.a | 10 work day* |
| 3k | SVGA 4MB Video Adapter (PCI) | C.5.2.a | 10 work day* |
| 3l | Adaptec SCSI Adapter (PCI) | C.5.2.a | 10 work day* |
| 3m | Internal 33.6 Fax Modem | C.5.2.a | 10 work day* |
| 3n | Internal 1.2GB IDE Tape Backup Unit | C.5.2.a | 10 work day* |
| 3o | 4X2 Internal CD-R Drive | C.5.2.a | 10 work day* |
| 3p | Eight Speed Internal CD-ROM IDE Drive | C.5.2.a | 10 work day* |
| 3q | Internal 1.XGB Removable Media Drive | C.5.2.a | 10 work day* |
| 3r | PnP Internal Sound Card | C.5.2.a | 10 work day* |
| NOTEBOOK MICROCOMPUTERS | | | |
| 4a | Notebook - Color iPentium/120Mhz/16M | C.5.2.b | 10 work day* |
| 4b | Notebook - Color iPentium/120Mhz/16M with Docking Station Support | C.5.2.a | 10 work day* |
| NOTEBOOK OPTIONS | | | |
| 5a | Battery Pack (For CLIN #4a and 4b) | C.5.2.b | 10 work day* |
| 5b | PCMCIA Card Data/FAX Modem | C.5.2.b | 10 work day* |
| 5c | PCMCIA Card Token Ring Interface Ada | C.5.2.b | 10 work day* |
| 5d | Docking Station (For CLIN #4b) | C.5.2.b | 10 work day* |
| SCANNERS | | | |
| 6a | Desktop Scanner | C.5.2.c | 10 work day* |
| 6b | Desktop Flatbed Color Scanner | C.5.2.c | 10 work day* |
| LASER PRINTERS | | | |
| 7a | Network Laser Printer | C.5.2.c | 10 work day* |
| 7b | Desktop Laser Printer | C.5.2.c | 10 work day* |

F.7 (Continued)

| | | | |
|----|--|---------|--------------|
| 7c | Color Laser Printer | C.5.2.c | 10 work day* |
| | LASER PRINTER OPTIONS | | |
| 8a | Duplex Unit (For CLIN #7a) | C.5.2.c | 10 work day* |
| | MICROCOMPUTER SOFTWARE | | |
| 9a | Microsoft Windows NT 4.X Workstation | C.5.3 | 10 work day* |
| 9b | Microsoft Windows NT 4.X Server | C.5.3 | 10 work day* |
| 9c | Microsoft Windows 95 | C.5.3 | 10 work day* |
| 9d | Microsoft Windows 95 Upgrade | C.5.3 | 10 work day* |
| 9e | Corel WordPerfect for Windows Version 3 | C.5.3 | 10 work day* |
| 9f | Lotus 1-2-3 for Windows Ver. 3.X/95/N | C.5.3 | 10 work day* |
| 9g | Microsoft Office Professional Version 3.X | C.5.3 | 10 work day* |
| 9h | Smarterterm 470 for Windows Ver. 3.X/95 | C.5.3 | 10 work day* |
| 9i | Microsoft SQL Server 6.5 | C.5.3 | 10 work day* |
| 9j | Microsoft Systems Management Server | C.5.3 | 10 work day* |
| 9k | First Aid for Windows Ver. 3.X/95/NT | C.5.3 | 10 work day* |
| 9l | Norton Utilities for Windows Version 3.X | C.5.3 | 10 work day* |

* AFTER RECEIPT OF NOTIFICATION OR DELIVERY ORDER

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) The contracting officer's authorized representatives, hereinafter referred to as the co-project officers for this contract are:

Name: Alan M. Dolleck

Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop:T417
Rockville, MD 20852-2738

Telephone Number: (301) 415-5690

Name: Barbara A. Jenkins

Address: 11545 Rockville Pike, Mail Stop:T417
Rockville, MD 20852-2738

Telephone Number: (301) 415-5716

Name: Karen McElyea

Address: 11545 Rockville Pike, Mail Stop: TF17
Rockville, MD 20852-2738

Telephone Number: (301) 415-5696

(b) The co-project officers shall:

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

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

G.3 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:

_____*_____
 _____*_____

- (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]

G.4 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]

G.5 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

| CATEGORY | RATE | APPLICABLE PERIOD |
|---------------------|------|------------------------|
| Labor Overhead | 33% | 1/10/97 through 1/9/98 |
| Material & Shipping | 4% | 1/10/97 through 1/9/98 |

- (b) The contracting officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.
- (c) For this contract, the amount reimbursable for G&A is as follows:

| CATEGORY | RATE | APPLICABLE PERIOD |
|----------|------|--------------------------|
| G&A | 12% | Duration of the Contract |

- (d) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates, the rates established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

[End of Clause]

G.6 PRECONTRACT COSTS

Allowable costs under this contract must include such costs incurred by the contractor in connection with the work covered by this contract during the period from January 10, 1997 to the effective date of this contract, as would have been allowable pursuant to the terms of this contract had been in effect during that period; provided, however, that the costs may not in aggregate exceed \$60,000.00 which is included in the estimated cost of this contract.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-70 SECURITY (SEP 1993)

- (a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section J for List of Attachments) 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

H.1 (Continued)

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, 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

H.1 (Continued)

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]

H.2 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

H.2 (Continued)

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 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 Section J for List of Attachments) 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

H.2 (Continued)

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 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 Section J for List of Attachments) 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

H.2 (Continued)

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]

H.3 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.4 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

| | |
|-----------------|------------------------------|
| James Linnekin | Project Manager |
| Harlan DuBois | Sr. Systems Consultant |
| Jim Barrett | Sr. Systems Consultant |
| Ron Deavers | Sr. Systems Consultant |
| Rob Wallace | Sr. Microcomputer Technician |
| Henry Davis | Sr. Microcomputer Technician |
| Matthew Fistler | Sr. Microcomputer Technician |
| Lindsey Cheng | Sr. Microcomputer Technician |
| Guy Raphael | Sr. Microcomputer Technician |

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

H.4 (Continued)

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

[End of Clause]

H.5 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all

H.5 (Continued)

or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (NOV 1994)

- (a) The NRC will provide the contractor with the following items for use under this contract:

Hardware components for Local Area Networks (File, Mail, Communications Servers)

IBM & Compatible Personal Computers (80386, 80486, & peripherals (desktop & laptop)

Dot Matrix, Inkjet, and Laser Printers (Including Color)

Epson

IBM

Okidata

HP

Tektronix

Apple MacIntosh IIC

Apple Laptop

Apple Quadra 800 & peripherals

Apple PowerMac & peripherals

UNIX Based Platforms (SUN, DEC, etc.) & peripherals

Sun Sparc

Dec Alpha

IBM RISC 6000

Scanners

Scantron

HP

Epson

Fujitsu

Visioneer

- (b) The above listed equipment/property is hereby transferred from contract/agreement NRC-33-94-185.

- (c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the

H.6 (Continued)

Contractor.

[End of Clause]

H.7 RISK OF LOSS OR DAMAGE--PURCHASE (MAR 1987)

- (a) The Government is relieved of all risks of loss or damage to the equipment, up to and including the day prior to the first day of a successful performance period, except for:
- (1) Loss or damage caused by nuclear reaction, nuclear radiation, radioactive contamination, war, insurrection, civil strife, rebellion, weapons of war; or
 - (2) Negligence on the part of the Government or its agents, provided, however, that the Government shall be relieved of the liability for such risks of loss or damage due to negligence if any commercial customer of the Contractor is relieved of such liability under like circumstances.
- (b) If the Government is liable for loss or damage of a machine, the Contractor shall have the option to restore the machine to its previous condition, in which event the Government shall pay the Contractor to perform such restoration at the Contractor's then-current prices, terms, and conditions. If the Contractor elects not to restore the machine, the Government may, at its own expense, restore the machine to its previous condition. If, however, the machine is lost or damaged beyond repair, the Government shall pay to the Contractor the same price for the machine as the Government would have paid had it purchased the machine on the day prior to the loss or damage under the provisions of this contract. This clause shall govern risk of loss or damage, notwithstanding any other provisions of this contract relating to title, payment, or ownership.

[End of Clause]

H.8 REPLACEMENT PART AVAILABILITY (ADPE) (MAR 1987)

The Contractor guarantees that replacement parts for each piece of equipment in this contract will be available for the system's (item's) life of 3 years from the date of installation. The Contractor shall notify the Government 3 years before the end of the system's (item's) life as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source.

[End of Clause]

H.9 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:
- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes"

H.9 (Continued)

clause of this contract.

- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.
- (f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which it prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The Contractor is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

[End of Clause]

H.10 GLOSSARY OF ADP TERMS (JUN 1988)

The definitions and explanations set forth in this glossary are an integral part of the terms and conditions of this contract.

- (a) Data Processing Equipment System and/or Subsystem. The complement of individual machines and operating software furnished by the Contractor and acquired to operate as an integrated group.
- (b) Equipment. An all inclusive term which refers either to an individual machine or to the total complement of machines required to operate as an integrated group.
- (c) Equipment and/or Operating Software Failure. A malfunction in the contractor-supplied equipment and/or operating software, excluding all external factors, which prevents the accomplishment of the job.

H.10 (Continued)

- (d) Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.
- (e) Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.
- (f) Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.
- (g) Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.
- (h) Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.
- (i) Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
- (j) Principal Period of Maintenance. Any 9 consecutive hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays observed at the NRC installation. An official meal period not to exceed 1 hour shall be taken between 11:30 a.m. to 1:00 p.m. is within the 9 hour day.
- (k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.
- (l) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.
- (m) Total Monthly Charges.
 - (1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
 - (2) Maintenance of Government-owned. All monthly charges for

H.10 (Continued)

the maintenance of equipment and software supplied under this contract.

- (n) Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
- (o) Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

[End of Clause]

H.11 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards without written approval of the Contracting Officer. The applicable FIPS PUBS for this procurement are:

FIPS 146-1, GOSIP: Government Open System Interconnection Profile
FIPS 151-1, POSIX: Portable Operating Systems Interface for
Computer Environments

[End of Clause]

H.12 TECHNOLOGY SUBSTITUTION

All hardware, software and support services (installation, upgrades, warranty and maintenance repairs and technical support services) shall be the most modern and cost-effective available at the time of delivery and installation. The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions.

The substitute item shall meet or exceed the applicable requirements and specifications of this solicitation.

Any substitute item shall be fully compatible with NRC hardware and software installed at the time the substitute is proposed for use.

H.12 (Continued)

The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for testing Contractor's hardware will be used to determine acceptability of substitute items.

The substitute item shall offer the same or increased function as the item it is to replace.

The price of the item shall be equal to or more cost-effective than the item it is to replace.

To propose a substitute item, the Contractor shall submit a written proposal to the Contracting Officer, addressing each of the applicable qualifications in Section C and any other attributes of the substitute item of which the Government should be aware. Additionally, the Contractor agrees to demonstrate the proposed item prior to delivery, if requested by the Government.

No hardware shall be substituted until the Contractor has submitted a proposal to the NRC Contracting Officer with adequate supporting justification, an agreement between the NRC Contracting Officer and the Contractor is reached to effect such substitution, and authorized by written, bilateral modification to the Contract. The Government may allow component substitutions when, in the opinion of the NRC Contracting Officer it is in the best interest of the Government to do so. The best interest means at least equivalent performance with no increase in cost, significantly enhanced performance at a cost equal to or more cost effective than the item it is proposed to be substituted for, or a combination of both the above.

All proposed technology modifications, substitutions, and additions to the Contract shall be evaluated as to their benefit to the Government. In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the Contract shall be included.

H.13 YEAR 2000 COMPLIANCE

1. Computer equipment, software, and systems delivered to the Government shall meet the following requirements:
 - (a) The Contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. Fault-free performance includes the manipulation of this data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the

H.13 (Continued)

user.

(b) Hardware and software products, individually and in combination, shall successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward in time across the year 2000.

2. In addition, the Contractor warrants that the modification of Government-owned computer equipment, software, and systems delivered to the Government under this contract, shall comply with the requirements stated above.
3. Without limiting the generality of the foregoing, the Contractor further warrants:

(a) That the hardware, and software products shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century;

(b) That the hardware, and software products have been designed and/or modified to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;

(c) That the computer equipment, hardware, and software includes "year 2000 capabilities". For the purposes of this certification, "year 2000 capabilities" means the hardware, and software products:

(i) shall manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and

(ii) provides that all date-related user interface functionalities and data fields include the indication of century; and

(iii) provides that all date-related data interface functionalities shall include the indication of century.

H.14 YEAR 2000 COMPLIANCE WARRANTY

The Year 2000 Compliance Warranty set forth herein shall begin as of the date of the contract and end on the date after January 1, 2000, subsequent to which the computer equipment, software, and systems have operated without a breach of the Year 2000 Compliance for a consecutive six month period.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.202-1 | DEFINITIONS | OCT 1995 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | SEP 1990 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JAN 1990 |
| 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | JUN 1996 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.211-5 | NEW MATERIALS | MAY 1995 |
| 52.211-7 | OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY | MAY 1995 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | AUG 1996 |
| 52.215-22 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT 1995 |
| 52.215-24 | SUBCONTRACTOR COST OR PRICING DATA | OCT 1995 |
| 52.215-26 | INTEGRITY OF UNIT PRICES | OCT 1995 |
| 52.215-27 | TERMINATION OF DEFINED BENEFIT PENSION PLANS | MAR 1996 |
| 52.215-33 | ORDER OF PRECEDENCE | JAN 1986 |
| 52.215-39 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) | MAR 1996 |
| 52.215-40 | NOTIFICATION OF OWNERSHIP CHANGES | FEB 1995 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | AUG 1996 |
| 52.216-8 | FIXED FEE | APR 1984 |
| 52.217-2 | CANCELLATION UNDER MULTIYEAR CONTRACTS | JUL 1996 |

I.1 (Continued)

| NUMBER | TITLE | DATE |
|-----------|---|--------------|
| 52.219-8 | UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS | OCT 1995 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | JAN 1991 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | APR 1984 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 1984 |
| 52.222-28 | EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS | APR 1984 |
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS | APR 1984 |
| 52.222-36 | AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS | APR 1984 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN 1988 |
| 52.223-2 | CLEAN AIR AND WATER | APR 1984 |
| 52.223-6 | DRUG-FREE WORKPLACE | JUL 1990 |
| 52.223-14 | TOXIC CHEMICAL RELEASING REPORTING | OCT 1996 |
| 52.225-11 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | OCT 1996 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN 1991 |
| 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR 1984 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | APR 1989 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | MAR 1994 |
| 52.232-33 | MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT | AUG 1996 |
| 52.233-1 | DISPUTES Alternate I (DEC 1991) | OCT 1995 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES - COST-REIMBURSEMENT | AUG 1987 |
| 52.243-1 | CHANGES - FIXED-PRICE | AUG 1987 |
| 52.244-1 | SUBCONTRACTS (FIXED-PRICE CONTRACTS) | FEB 1995 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | JANUARY 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | OCT 1995 |

I.1 (Continued)

| NUMBER | TITLE | DATE |
|----------|--|----------|
| 52.245-5 | AND COMMERCIAL COMPONENTS GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) | JAN 1986 |
| 52.245-1 | PROPERTY RECORDS | APR 1984 |
| 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) | APR 1984 |
| 52.248-1 | VALUE ENGINEERING | MAR 1989 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP 1996 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP 1996 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

[End of Clause]

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

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

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

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

I.2 (Continued)

FAR, occurring during the conduct of this procurement (contract and modification number).

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

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

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

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

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

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

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by

I.2 (Continued)

periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

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

[End of Clause]

I.3 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 contract award through contract expiration.
- (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]

I.4 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 \$100.00, 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--
 - (1) Any order for a single item in excess of a unit quantity of 500;

I.4 (Continued)

- (2) Any order for a combination of items in excess of the contract ceiling amount; or
 - (3) A series of orders from the same ordering office within 7 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 2 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]

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

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

[End of Clause]

I.6 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions

I.6 (Continued)

hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.7 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-97-182 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The Sylvest Management Systems Corporation, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-33-97-182 for the consideration stated therein and

I.7 (Continued)

that it has read and is familiar with each and every part of the contract.

- (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.
 - (4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

[End of Clause]

I.8 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

I.8 (Continued)

- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

I.9 52.219-18 NOTIFICATION OF COMPETITION LIMITED
TO ELIGIBLE 8(A) CONCERNS (JUL 1996)
ALTERNATE II (NOV 1989)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
- (1) SIC code 3571 is specifically included in the Offeror's approved business plan;
 - (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
 - (4) The Offeror is in the stage of 8(a) Program participation.
- (b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) Agreement.
- (1) A small business concern submitting an offer in its own

(MARCH 1996)
Page 1 of 3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

**U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001**

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

**Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001**

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

- 1. Contract number.**
- 2. Sequential voucher/invoice number.**
- 3. Date of voucher/invoice.**
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.**
- 5. Description of articles or services, quantity, unit price, and total amount.**
- 6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.**
- 7. Weight and zone of shipment, if shipped by parcel post.**
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
- 9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

- 10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

(MARCH 1996)
Page 1 of 10

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

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

HAND CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 2 of 10)

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Attachment 2. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position,

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 3 of 10)

or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 4 of 10) - ATTACHMENT 1

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

Official Agency Billing Office
 U.S. Nuclear Regulatory Commission
 Division of Contracts MS: T-7-I-2
 Washington, DC 20555-0001
Payee's Name and Address

(a) Contract Number _____

Task Order No. (If Applicable) _____

(b) Voucher/Invoice # _____

(c) Date of Voucher/Invoice _____

Individual to Contact
 Regarding this Voucher
 Name: _____

(d) Fixed Fee _____

Tel. No.: _____

(e) This voucher represents reimbursable costs for the

| | <u>Amount Billed</u> | <u>Current Period</u> |
|---|----------------------|---|
| <u>Cumulative</u> | | |
| (f) <u>Direct Costs</u> | | |
| (1) Direct labor*..... | _____ | _____ |
| (2) Fringe benefits (% , if computed as percentage)..... | _____ | _____ |
| (3) Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*..... | _____ | (4) Non-capitalized equipment, (5) Premium pay (NRC approved |
| materials, and supplies..... | _____ | (6) Consultants*..... |
| overtime)..... | (6) _____ | (8) Subcontracts*..... |
| (7) Travel*..... | _____ | |
| (9) Other costs*..... | _____ | |
| | | Total Direct |
| <u>Costs</u> | | |
| (g) <u>Indirect Costs</u> | | |
| (A) Overhead ___ % of | | |

_____ (Indicate Base)..... _____

(B) **General & Administrative Expense**
 ___ % of Cost Elements

Nos. _____

Total Direct & Indirect Costs _____

(h) **Fixed-Fee (Cite Formula):**

(i) **Total Amount Billed**..... _____ (j) **Adjustments**..... _____

(k) **Grand Totals**..... _____

* (Requires Supporting Information -- See Attached)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

| <u>Cumulative</u> <u>Billed</u> | <u>Labor</u> <u>Category</u> | <u>Hours</u> | | <u>Rate</u> | <u>Total</u> | <u>Hrs.</u> |
|------------------------------------|---------------------------------|---------------|-------------|--------------|---------------|-------------|
| | | <u>Billed</u> | <u>Rate</u> | | | |
| | Senior Engineer I | 100 | \$14.00 | \$1400 | | 975 |
| | Engineer | 50 | \$10.00 | \$500 | | 465 |
| | Computer Analyst | 100 | \$5.00 | <u>\$500</u> | | 320 |
| | | | | | <u>\$2400</u> | |

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00

\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
(This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

| <u>Start Date</u> | <u>Destination</u> | <u>Costs</u> |
|-------------------|--------------------|--------------|
| 3/1/89 | Wash., DC | \$200 |

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 6 of 10) -
ATTACHMENT 1 (Cont.)**

**INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES**

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-1-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice. The following guidance corresponds to the entries required on the sample form.

(a) Contract Number. Insert the NRC contract number.

Task Order Number, if applicable. Insert the task order number.

(b) Voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 7 of 10) -
ATTACHMENT 1 (Cont.)**

- (c) **Date of Voucher/Invoice.** Insert the date the voucher/invoice is prepared.
- (d) **Fixed-Fee.** Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (e) **Billing Period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (f) **Direct Costs -** Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) **Direct Labor.** This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:
- | <u>Labor</u> | <u>Hrs.</u> | <u>Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative</u> |
|-----------------|-------------|---------------|-------------|--------------|-------------------|
| <u>Category</u> | | | | | <u>Hrs.Billed</u> |
- (2) **Fringe Benefits.** This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) **Capitalized Non Expendable Equipment.** List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 8 of 10) -
ATTACHMENT 1 (Cont.)**

(4) **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

(5) **Premium Pay.** This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) **Consultants.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(7) **Travel.** Total costs associated with each trip must be shown in the following format:

| <u>Start Date</u> | <u>Destination</u> | <u>Costs</u> | |
|-------------------|--------------------|--------------|----|
| From To | From To | | \$ |

(8) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

(9) **Other Costs.** List all other direct costs by cost element and dollar amount separately.

(g) **Indirect Costs (Overhead and General and Administrative Expense).** Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.

(h) **Fixed Fee.** If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.

(i) **Total Amount Billed.** Insert the total amounts claimed for the current and cumulative periods.

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 9 of 10) -
ATTACHMENT 1 (Cont.)**

(j) Adjustments. For cumulative amount, include outstanding suspensions.

(k) Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

**BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 10 of 10) -
ATTACHMENT 2 (Cont.)**

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable): _____

| Cost Categories | Period Amt. | Period Cost Incurred | Fiscal Year To Date Costs | Total Cumulative Costs |
|--------------------------------------|--------------------|-----------------------------|----------------------------------|-------------------------------|
| Labor | | | | |
| Materials | | | | |
| Subcontractor/ Consultant | | | | |
| Travel | | | | |
| Other (specify) | | | | |
| Common Costs | | | | |
| Total | | | | |

Remarks:

R:\BILLING.396

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: US Nuclear Regulatory Commission, Division of Contracts - T7-I2, Washington, DC 20555.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: US Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number.
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name as designated in the contract.

- (e) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs - Insert the major cost elements:

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

| <u>Labor Category</u> | <u>Labor Hrs. Negotiated</u> | <u>Hrs. Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative Hrs.Billed</u> |
|-----------------------|------------------------------|--------------------|-------------|--------------|------------------------------|
|-----------------------|------------------------------|--------------------|-------------|--------------|------------------------------|

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Direct Equipment. For educational institutions, list each item costing \$500 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (*) if the equipment is below the approval level.

For each piece of equipment purchased provide: (1) an item description, (2) make and model, (3) serial number, (4) acquisition cost, (5) date of purchase, and (6) a copy of the purchasing document.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above. For each piece of equipment provide the

information set forth in (3) above.

- (5) Premium Pay. This remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

| Date | | Traveler | Destination | | Purpose | Cost |
|------|----|----------|-------------|----|---------|------|
| From | To | | From | To | | \$ |

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

- (n) Total Amounts Claimed. Insert the total amounts claimed for the current cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title: _____

TAC or Inspection Report Number:
(or other unique identifier) _____

Docket Number (if applicable): _____

| Cost Categories | Period Amt. | Period Cost Incurred | Fiscal Year To Date Costs | Total Cumulative Costs |
|------------------------------|-------------|-------------------------|------------------------------|---------------------------|
| Labor | | | | |
| Materials | | | | |
| Subcontractor/ Consultant | | | | |
| Travel | | | | |
| Other (specify) | | | | |
| Common Costs | | | | |
| Total | | | | |

Remarks:

NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

As used in §2009.570:

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c):

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that—

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information, that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement, being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1) (i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) (i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which

could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) (i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) (i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5) (i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features

of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6) (i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

7(i) EXAMPLE The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) GUIDANCE §2052.290-73(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

8(i) EXAMPLE ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) GUIDANCE The Contracting Officer, would allow the contractor to proceed with the solicitation because A) it is not in the same technical area as the NRC work and B) the potential for technical bias by the contractor because of financial ties to

the utility is slight due to the relative value of the two contracts.

9(i) EXAMPLE The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) GUIDANCE An NRC contract would not normally be awarded to ABC Corp. since these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and small purchases of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

- (1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
- (2) Software exclusion clauses;
- (3) Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and
- (4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards, with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

(1) The work to be performed under contract is vital to the NRC program.

(2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

NRC FORM 187
(10-93)
NRCMD 12.1-12.4

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12.1-12.4, apply to performance of this contract, subcontract or other activity.

SECURITY/CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

| | | | | |
|--------------------------------|--|------------------------------|---|---|
| 1. CONTRACTOR NAME AND ADDRESS | A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS <i>(Prime contract number must be shown for all subcontracts.)</i> | | 2. TYPE OF SUBMISSION | |
| | B. PROJECTED START DATE | C. PROJECTED COMPLETION DATE | <input checked="" type="checkbox"/> A. ORIGINAL | B. REVISED <i>(Supersedes all previous submissions)</i> |
| | 12/10/96 | 12/09/01 | C. OTHER <i>(Specify)</i> | |

| | |
|--|------------------------------|
| 3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE | A. DOES NOT APPLY |
| B. CONTRACT NUMBER IRM 96-177 | C. PROJECTED COMPLETION DATE |

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

PC REFRESH

| 5. PERFORMANCE WILL REQUIRE | A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION <i>(If "Yes," answer 1-7. If "No," proceed to 5.C.)</i> | NATIONAL SECURITY INFORMATION | | | RESTRICTED DATA | | |
|---|---|-------------------------------|--------|--------------|-----------------|--------|--------------|
| | | TOP SECRET | SECRET | CONFIDENTIAL | TOP SECRET | SECRET | CONFIDENTIAL |
| 1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION. | <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | | |
| 2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. | | | | | | | |
| 3. GENERATION OF CLASSIFIED MATTER. | | | | | | | |
| 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION. | | | | | | | |
| 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY. | | | | | | | |
| 6. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM. | | | | | | | |
| 7. OTHER <i>(Specify)</i> | | | | | | | |

| | | |
|------------------------------------|-----|----|
| B. IS FACILITY CLEARANCE REQUIRED? | YES | NO |
|------------------------------------|-----|----|

C. UNESCORTED ACCESS TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS, OR ACCESS TO UNCLASSIFIED SAFEGUARDS INFORMATION.

UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS. REFER TO NRCMD 12.1-12.4.

THE CONTRACTOR WILL ENSURE THAT ALL SUBMITTED PERSONNEL SECURITY FORMS (EXCEPT PART 2 OF THE QUESTIONNAIRE FOR SENSITIVE POSITIONS THAT IS COMPLETED IN PRIVATE BY THE EMPLOYEE) AND ALL OTHER REQUIRED DOCUMENTATION ARE ACCURATE, COMPLETE, AND LEGIBLE.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

Edna Knox-Davin

Edna Knox-Davin

NAME

Contract Specialist

POSITION

SIGNATURE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFICATION GUIDANCE/IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFICATION REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate box(es))

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Item 10C)

DIVISION OF SECURITY (Item 10B)

CONTRACTOR (Item 1)

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

THE SECURITY/CLASSIFICATION REQUIREMENTS AND ATTACHMENTS REFERENCED HEREIN HAVE BEEN APPROVED BY THE OFFICIALS NAMES IN 10A AND 10B BELOW. FINAL CONTRACTING APPROVAL BY THE DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT, OR DESIGNEE, IS TO BE INCLUDED IN 10C BELOW.

| NAME (Print or type) | SIGNATURE | DATE |
|---|---------------------------|---------|
| A. DIRECTOR, OFFICE OR DIVISION Gerald F. Cranford, Director, IRM | <i>Gerald F. Cranford</i> | 1/25/96 |
| B. DIRECTOR, DIVISION OF SECURITY for Raymond J. Brady, Director, SEC | <i>Richard A. Dopp</i> | 2/13/96 |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT THOMAS J. MATTIN Edward L. Halman, Director, DC | <i>mjmattin</i> | 8/2/96 |

11. REMARKS

Security requirements for ADP Levels I & II will apply.

NRC FORM 187
(10-93)
NRCMD 12.1-12.4

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12.1-12.4, apply to performance of this contract, subcontract or other activity.

SECURITY/CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS
(Prime contract number must be shown for all subcontracts.)

2. TYPE OF SUBMISSION

A. ORIGINAL

B. PROJECTED START DATE

C. PROJECTED COMPLETION DATE

B. REVISED

(Supersedes all previous submissions)

12/10/96

12/09/01

C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B. CONTRACT NUMBER

IRM 96-177

C. PROJECTED COMPLETION DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

PC REFRESH

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
(If "Yes," answer 1-7. If "No," proceed to 5.C.)

YES
 NO

NATIONAL SECURITY INFORMATION

RESTRICTED DATA

| | NATIONAL SECURITY INFORMATION | | | RESTRICTED DATA | | |
|---|-------------------------------|--------|--------------|-----------------|--------|--------------|
| | TOP SECRET | SECRET | CONFIDENTIAL | TOP SECRET | SECRET | CONFIDENTIAL |
| 1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION. | | | | | | |
| 2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. | | | | | | |
| 3. GENERATION OF CLASSIFIED MATTER. | | | | | | |
| 4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION. | | | | | | |
| 5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY. | | | | | | |
| 6. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM. | | | | | | |
| 7. OTHER (Specify) | | | | | | |

B. IS FACILITY CLEARANCE REQUIRED?

YES NO

C. UNSCORTED ACCESS TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS, OR ACCESS TO UNCLASSIFIED SAFEGUARDS INFORMATION.

UNSCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNSCORTED ACCESS, REFER TO NRCMD 12.1-12.4.

THE CONTRACTOR WILL ENSURE THAT ALL SUBMITTED PERSONNEL SECURITY FORMS (EXCEPT PART 2 OF THE QUESTIONNAIRE FOR SENSITIVE POSITIONS THAT IS COMPLETED IN PRIVATE BY THE EMPLOYEE) AND ALL OTHER REQUIRED DOCUMENTATION ARE ACCURATE, COMPLETE, AND LEGIBLE.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

Edna Knox-Davin

Edna Knox-Davin

NAME

Contract Specialist

POSITION

SIGNATURE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFICATION GUIDANCE/IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFICATION REVIEW OF CONTRACTOR/SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate box(es))

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

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| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT THOMAS J. MATTIN Edward L. Halman, Director, DC | <i>Tom J. Mattin</i> | 8/2/96 |

11. REMARKS

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ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

| | | |
|--|--|--|
| FEDERAL PROGRAM AGENCY U.S. NUCLEAR REGULATORY COMMISSION | | |
| AGENCY IDENTIFIER NRC | AGENCY LOCATION CODE (ALC): 31000001 | ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP |
| ADDRESS DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4 | | |
| WASHINGTON, DC 20555-0001 | | |
| CONTACT PERSON NAME FINANCIAL OPERATIONS SECTION | | TELEPHONE NUMBER (301) 415 - 7520 |

PAYEE/COMPANY INFORMATION

| | |
|----------------------|----------------------------|
| NAME | SSN NO. OR TAXPAYER ID NO. |
| ADDRESS | |
| | |
| CONTACT PERSON NAME: | TELEPHONE NUMBER: () |

FINANCIAL INSTITUTION INFORMATION

| | |
|---|----------------------------|
| NAME | |
| ADDRESS | |
| | |
| ACH COORDINATOR NAME: | TELEPHONE NUMBER: () |
| NINE-DIGIT ROUTING TRANSIT NUMBER: _____ | |
| DEPOSITOR ACCOUNT TITLE: | |
| DEPOSITOR ACCOUNT NUMBER: | LOCK BOX NUMBER: |
| ACH FORMAT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCK BOX | |
| SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: | TELEPHONE NUMBER: () |

Instructions for Completing SF 3881 Form

- 1. Agency Information Section --** Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
- 2. Payee/Company Information Section --** Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
- 3. Financial Institution Information Section --** Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.