

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. Sixteen (16) 2. EFFECTIVE DATE 6/2/81 3. REQUISITION/PURCHASE REQUEST NO. ADM-78-580 #19, 20, 21 4. PROJECT NO. (If applicable)

5. ISSUED BY U.S. NUCLEAR REGULATORY COMMISSION Division of Contracts Washington, DC 20555 6. ADMINISTERED BY (If other than block 5)

7. CONTRACTOR NAME AND ADDRESS: TERA ADVANCED SERVICES CORP., 2150 Shattuck Avenue, Berkeley, CA 94704. 8. AMENDMENT OF SOLICITATION NO. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-78-580. DATED 6/3/78.

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS. The above numbered solicitation is amended as set forth in block 12. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.

10. ACCOUNTING AND APPROPRIATION DATA (If required). Appropriation Symbol 31X0200.401 B&R No. 48-20-25-302 Increase \$2,448,200.00

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. (a) This Change Order is issued pursuant to... (b) The above numbered contract/order is modified to reflect the administrative changes... (c) This Supplemental Agreement is entered into pursuant to authority of 41 U.S.C. 252(c)(10).

12. DESCRIPTION OF AMENDMENT/MODIFICATION. A. Section 2, Article I - Period of Performance, the date is changed to read February 2, 1982. B. Section 2, Article III - Ceiling Price and Availability of Funds, the ceiling price is changed to read \$28,621,651. C. Section 2, Article X - Identification of Key Personnel, is changed to read as follows: James A. Long, Charles E. Lemon, Douglas E. May, James DiSciullo.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT OR CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE. 14. NAME OF CONTRACTOR/OFFEROR: Robert W. Felton. 17. UNITED STATES OF AMERICA. 15. NAME AND TITLE OF SIGNER: Robert W. Felton, Executive Vice President. 16. DATE SIGNED: 6/2/81. 18. NAME OF CONTRACTING OFFICER: Craig D. Lebo. 19. DATE SIGNED: 6/2/81.

- D. Section 2, Article XX - NRC Use of the Contractor's Proprietary Software, is deleted in its entirety and the following substituted in lieu thereof:

"Article XX - NRC Use of the Contractor's Proprietary Software

- a. The contractor alleges that its Automated Records Management System (ARMS) is a proprietary computer system, designed and developed by TERA. The contractor shall provide to the Nuclear Regulatory Commission the utilization of the applicable software portions of this system as determined by the Nuclear Regulatory Commission. Full rights and title to the existing ARMS software will remain in TERA, except that the NRC only, will have the right to use, at no cost, the aforesaid applicable software portions of the ARMS system in the manner and for the purposes set forth in Section 3 of this contract. Such rights shall survive the expiration of this contract. Improvements in the applicable software portion of the ARMS system which are required to be originated or developed under this contract are subject to unlimited rights as defined in Clause 58.
 - b. In the event the Nuclear Regulatory Commission exercises its option to purchase the system hardware and software (see Section 6.A.) the contractor shall waive, as additional consideration for such purchase, any and all software program license fees for all software required to operate the Document Control System which is alleged to be proprietary. Additionally, the contractor shall deliver to the COTR, upon the COTR's request, but not later than January 4, 1982, the source code for all software required to operate the Document Control System including any portions or programs which are alleged to be proprietary.
 - c. The Nuclear Regulatory Commission may without the further consent of the contractor use any and all proprietary software with automatic data processing equipment (ADPE) as defined in FPR 1-4.1102-1 whether or not such ADPE is the same make(s) and model(s) as that purchased under Section 6.A. of this contract."
- E. Section 4, General Provisions is modified as follows:
1. Clauses 2, 3, 5, and 10 are hereby deleted.
 2. Clauses 63, 64, 65, 66, 67, 68, and 69 originally referenced in Section 6, are retained as Clauses in the General Provisions of this contract by virtue of this reference.
 3. The clauses at FPR 1-7.402-5 "Inspection and Correction of Defects" and 1-8.702 "Termination for Default or Convenience of the Government" are by this reference incorporated into the contract as clause number 72 and 73 respectively.

- F. Section 6, Pricing Schedule, is deleted in its entirety and the following is substituted in lieu thereof:

"Section 6 - Pricing Schedule

A. Fixed Monthly Lease Price Subsection

- (1) The contractor shall provide the system, including the equipment set forth in A(6) below, at the fixed monthly price of \$173,561 for the period of performance from June 3, 1981 through February 2, 1982. This price includes hardware maintenance. Software maintenance shall be provided for the period of performance from June 3, 1981 through February 2, 1982 at a fixed monthly price of \$5,000.00. In the event the Nuclear Regulatory Commission exercises its option to purchase, hardware maintenance will be provided from the date of purchase through February 2, 1982 at a fixed monthly price of \$10,193.00.
- (2) Payment for lease services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.
- (3) Each invoice will provide a 1% prompt-payment discount for payment made on or within 20 calendar days from receipt of the invoice. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check. In the event the NRC exercises its option to purchase, the purchase invoice shall also reflect a 1% prompt-payment discount for payment made on or within 20 calendar days from receipt of the invoice. Additionally, invoices shall provide for a 1½% prompt-payment discount for payment made on or before 15 calendar days from receipt of the invoice for the software maintenance charge. In the event the Nuclear Regulatory Commission exercises its option to purchase, the 1½% 15 day prompt-payment discount shall also extend to the hardware maintenance charge.
- (4) The Nuclear Regulatory Commission may, at its option, purchase the system as set forth in paragraph A(6) less all ARMS video related equipment, at a fixed price of \$4,343,577 less rental credits accrued as of the date of purchase. The percentage of rental credits is determined as of the date of purchase. The date of purchase shall be the effective date of the modification exercising the option to purchase. For any exercise of this option later than June 30, 1981, the Nuclear Regulatory Commission must provide the contractor notice of 60 working days.
- (5) Rental credits shall be credited toward the purchase price as set forth below:

- a. Through July 2, 1981 - 63%.
- b. From July 3, 1981 through August 2, 1981 - 61.143%.
- c. From August 3, 1981 through September 2, 1981
- 59.286%.
- d. From September 3, 1981 through October 2, 1981
- 57.429%.
- e. From October 3, 1981 through November 2, 1981
- 55.572%.
- f. From November 3, 1981 through December 2, 1981
- 53.715%.
- g. From December 3, 1981 through January 2, 1982
- 51.858%.
- h. From January 3, 1982 through February 2, 1982
- 50%.

The Nuclear Regulatory Commission may, at its option, earn rental credits on equipment leased less than 24 months by paying additional lease payments so that total lease payments paid is an equivalent of 24 monthly lease payments for each piece of equipment. The option is valid only if it is exercised for all equipment leased less than 24 months as of the effective date of this modification. The rental credit applies only toward the purchase of continuously leased equipment.

- (6) The contractor shall provide on a lease basis to the point of purchase all hardware and software for the performance of the Document Control System requirement that is in place as of the effective date of this modification.
- (7) The contractor shall provide maintenance on all contractor-owned system hardware in accordance with the maintenance agreement attached hereto at the fixed monthly price set forth in paragraph A(1) above. The contractor guarantees a 95% availability for each of the system's disc drives and central processing units as measured on a monthly basis. The failure of a piece of equipment to meet the guaranteed level of availability will result in the assessment of a penalty equal to the product of (1) the difference between the actual and the guaranteed availability ~~times~~ ^{times} (2) the monthly maintenance charged for that piece of equipment. *Wet
pct L.*
- (8) The total price of this subsection is estimated to be \$2,426,837.

B. Cost-Plus-Fixed-Fee Subsection

- (1) The costs identified in B(2) below shall be reimbursed on a cost-plus-fixed-fee basis.
- (2) Column A identifies the cost estimates covered by this subsection while the corresponding dollar amount (inclusive of G&A) in Column B represents the estimated cost for the period of performance from June 3, 1981 through February 2, 1982.

<u>A</u>	<u>B</u>
Transportation	\$ 32,661
Per Diem	24,427
Labor	2,792,285
Project Operations Costs	236,423
Facility Lease	303,064 *

The Nuclear Regulatory Commission reserves the right to provide selected supplies (e.g., film, computer paper, etc.,) and selected facility costs (e.g., furnishings, office equipment, etc.,) to the contractor in lieu of contractor procurement to these items. *not d.*
The fixed fee set forth in B(3) below will be reduced in consideration for items furnished by the NRC. The failure of the contractor and the contracting officer to agree as to the amount of the reduction in the fixed fee shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

*The cost estimate for the facility lease is as shown and represents the Nuclear Regulatory Commission commitment to lease from TASC the facility from June 3, 1981 to June 2, 1982 the period of performance notwithstanding.

- (3) The estimated cost of the cost elements set forth in B(2) above is \$3,388,860. The fixed fee is \$304,997. The total estimated cost and fixed fee is \$3,693,857.

END OF MODIFICATION SIXTEEN

TERA Advanced Services Corporation

Agreement for Maintenance of TASC Systems

TO: TERA Advanced Services Corporation

Agreement No.:

Name and Address of Customer:

U.S. Nuclear Regulatory Commission

Washington, D.C. 20555

TERA Advanced Services Corporation ("TASC") shall maintain the products specified on Appendix B in good operating condition throughout the term of this agreement. Maintenance will consist of regularly scheduled and systematic preventive maintenance and all necessary corrective maintenance. The total monthly charge for this service is shown on Appendix B. All maintenance provided as part of this Agreement will be performed during the periods of coverage specified in Appendix A in accordance with the terms and conditions herein. Labor and travel provided for the Customer's convenience outside the specified periods of coverage will be invoiced separately at TASC's published rates.



TERA CORPORATION

Conditions of Maintenance

Response Time

The response time is specified in Appendix A. TASC shall respond to a request for corrective maintenance within the specified response time measured in shift hours. Availability of TASC personnel and telephone answering service is limited to the specified periods of coverage and specified standby periods.

Standby Periods

The standby periods are specified in Appendix A. Availability of TASC personnel and telephone answering service to respond to requests for corrective maintenance are provided during these periods. All labor and travel expended during these periods will be invoiced separately at TASC's published rates.

Periods of Coverage

The periods of coverage are specified in Appendix A and shall uniformly apply to all products covered by this Agreement. The Customer may request a change in the specified periods of coverage at any time. Such change is subject to written approval by TASC.

Terms of Agreement

Unless otherwise specified, the term of this agreement shall be from the date of purchase to February 2, 1982. However, the Customer may terminate this agreement by issuing thirty (30) days prior written notice.

Responsibilities of TASC

For the prices indicated in Appendix B, TASC shall provide all labor that it deems necessary to maintain the products in good operating condition. Replacement parts shall be new or equivalent and parts replaced shall be repaired, if possible, by TASC. Parts which cannot be repaired by TASC will be replaced by new parts purchased by the Customer. This service is further defined in two (2) categories:

I. Preventive Maintenance

A monthly preventive maintenance shall be performed during the specified periods of coverage on a schedule mutually agreed upon by the Customer and TASC. This maintenance includes all cleaning, lubrication, inspection, testing, and alignment necessary to minimize product failures and extend their useful life.



2. Corrective Maintenance

This maintenance includes all actions to diagnose and correct product malfunctions. At times, remedies may consist of temporary procedures to be followed by the Customer during the period when a permanent remedy is being sought. TASC will use its best good-faith efforts to expedite and implement the permanent remedy. This maintenance shall be performed during the specified periods of coverage.

TASC's maintenance service is contingent upon proper use of the products by the Customer. TASC shall be under no obligation to furnish maintenance service should repair be required due to causes other than proper and ordinary use or maintenance as authorized or specified by TASC.

Unauthorized alterations which affect spares compatibility or interchangeability, or which affect the ability to diagnose the products specified in Appendix B, shall relieve TASC of maintenance responsibilities.

TASC reserves the right to review the addition of non-TASC supplied peripherals to each system under this Maintenance Agreement. Peripherals that could alter or affect the system operation may be cause for TASC to terminate this agreement with thirty (30) days written notice to the Customer.

Conditions of Service

TASC shall be under no obligation to furnish maintenance service under this agreement should repair be required because of (1) improper use; (2) natural disasters such as flood or earthquake; (3) strikes, riots, or acts of war or nuclear disaster; (4) repairs, maintenance, modifications or relocation and reinstallation made by other than TASC personnel or without TASC supervision and approval; and (5) unusual shock or electrical damage, accidents, fire, or water damage, neglect, air conditioning failure, humidity control failure, damage during transportation by Customer, or other causes other than ordinary use. If maintenance service is required as a result of the causes stated above, such service shall be provided at TASC published rates for labor, travel and material in effect at the time of service.

Exclusions

TASC maintenance service does not include: (1) operating supplies and consumables; (2) refinishing the products or furnishing materials for that purpose; (3) electrical work external to the product, and (4) maintenance of accessories, attachments or products not specified in Appendix B.



Responsibility of the Customer

The Customer shall:

- A. Provide TASC access to the products during the specified periods of coverage to perform maintenance.
- B. Provide reasonable working space and facilities, within a reasonable distance from the products, for use by TASC.
- C. Provide access to and use of all maintenance information and facilities determined necessary by TASC to maintain the products; (insofar as these items may contain proprietary or classified information, the Customer shall assume full responsibility for safeguarding and protection from wrongful use).
- D. Provide routine operator maintenance (if any) as specified in the TASC operating and service manuals for the products.
- E. Provide, as required, operating supplies, and consumables such as paper, disc packs, magnetic tapes, ribbons, cards, format tapes, etc.

Relocation of Products

- A. The Customer shall give TASC sixty (60) days prior written notice on any product relocation. *P. 207*
- B. Products moved to a location within the Continental United States shall continue to be serviced under this Agreement. In the event the location is greater than 50 miles from the nearest TASC office designated to maintain such products, the monthly charges shall be adjusted accordingly.
- C. Products moved outside the Continental United States shall continue to be serviced under this Agreement at the option of TASC. The service to be provided and charges for such service shall be subject to mutual agreement between the Customer and TASC.
- D. TASC shall, at Customer's expense, supervise the dismantling and packing of the products, and shall inspect the products at the new location. The Customer shall furnish all labor and materials for the dismantling, packing and placement of the products in the new location.
- E. The Customer shall be responsible for any loss or damage to the products due to relocation.



Charges

- A. The monthly charges specified are those currently in effect. These charges are subject to change by TASC upon each renewal of this Agreement.
- B. Charges for services performed outside the specified periods of coverage and for service not covered by this Agreement will be invoiced separately at TASC's published rates.
- C. Unless otherwise stated, all charges are exclusive of federal, state, or local taxes now or hereafter enacted, which apply to charges, the Agreement, the services rendered, or the parts supplied. Such taxes, when applicable, will appear as separate additional items on the TASC invoice.

Invoicing

Invoicing for the monthly charges will be as indicated in Appendix A. Invoicing for other charges will be made as incurred.

Modification

TASC may, at its option, subject to Customer approval (which shall not be unreasonably withheld), and be subject to the terms Customers, make modifications which improve the operation and/or reliability of the products.

Additions/Deletions

The Customer may add or delete TASC products to this Agreement at any time. Any such addition shall be subject to the terms and conditions stated herein. The monthly charge shall be adjusted accordingly.

Appendices

The Appendices below shall be attached and are hereby made a part of this Agreement.

APPENDIX A	SPECIFICATIONS
APPENDIX B	HARDWARE PRODUCT LIST



General

- A. Neither party shall sign this Agreement without prior written consent of both parties.
- B. Warranty provided hereunder shall be limited to the correction of any defective maintenance service by restoring the products to good operating condition and shall not include any incidental or consequential damages.
- C. Neither party shall be liable, one to the other, for any indirect or consequential loss or damage arising out of, or in connection with, the Maintenance Agreement.
- D. This Agreement and attached Appendices represent the entire understanding of the parties. The terms and conditions of this Agreement and attached Appendices supersede all other terms and conditions contained on any acknowledgment form, order, or other document issued by either the Customer or TERA Advanced Services Corporation.

Accepted by:

TASC

Customer

By: _____

(Title)

(Title)

Date: _____

Date: _____



APPENDIX A

1. Maintenance Agreement No.:
2. Agreement Commencement Date:
3. Purchase Order No:
4. Bill to:
Person/Title:
Company: U.S. Nuclear Regulatory Commission
Address:
City: Washington, State: D.C. Zip: 20555
5. Equipment Location: NRC Document Control System
Address: (Locations as of June 2, 1981)
City: State: Zip:
6. Key Maintenance Contact:
Name: Don Worthington
Telephone: (301) 492-8600
Extension(s): X28607
X28608
7. Periods of Coverage:
Monday thru Friday From: 8:00 a.m. to 5:00 p.m.
Saturday From: N.A. to N.A.
Sunday From: N.A. to N.A.
8. Response time, in shift hours: 8 hours
9. Extended Coverage:
Standby Yes/No No
Off-hour Preventative Maintenance Yes/No No
10. Total Monthly Maintenance Charge will be invoiced on a
(*) monthly () quarterly () annual basis

Accepted by:

TASC

Customer

By: _____

(Title)

(Title)

Date: _____

Date: _____



MAINTENANCE

APPENDIX B

<u>QTY</u>	<u>DESCRIPTION</u>	<u>MAINT. RATES</u>	
		<u>PER/MO.</u>	<u>PER/YR.</u>
<u>SYSTEM MAINTENANCE WITHOUT BASE SYSTEM VIDEO</u> <u>WITHOUT ORDERED CAROUSELS</u>			
	A System	\$1,957	\$ 23,484
	B System	1,957	23,484
	C System	1,617	19,404
	D System	1,536	18,432
	Terminals and Communication	<u>3,126</u>	<u>37,512</u>
	TOTAL	\$10,193	\$122,316

