

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

N/A

PAGE OF PAGES

1 | 7

2. CONTRACT (Proc. Inst. Ident.) NO.

NRC-33-90-212

3. EFFECTIVE DATE

9/28/90

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

IRM-90-212 (1)

5. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Negotiation Branch No. 1; P-1020
Washington, D.C. 20555

6. ADMINISTERED BY (If other than Item 5)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch No. 2; P-902
Washington, D.C. 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Data General Corporation
ATTN: Mr. William A. Johnson
7927 Jones Branch Drive, Suite 200
McLean, VA 22102

(703) 827-9600

8. DELIVERY

See Section F

☐ FOB ORIGIN☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

net 30

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN INITEM
ATTACHMENT 1
Billing Instru

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

See Section F

12. PAYMENT WILL BE MADE BY

CODE

U.S. Nuclear Regulatory Commission
Div. of Accounting and Finance, GOV/COM Section
Washington, D.C. 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

14. ACCOUNTING AND APPROPRIATION DATA

B&R: 010-20-67-230 Obligated Amount: \$249,735.00
FIN: L1693-0 APPN: 31X0200.010

☐ 10 U.S.C. 2304(c)(1)☐ 41 U.S.C. 253(c)(1)

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

See Section B - Upgrade of a Data General MV/10000 to
a Data General MV/40000

Fixed Price Type Contract

9010090062 900927
PDR CONTR
NRC-33-90-212 PNU

Not-to-Exceed

15G. TOTAL AMOUNT OF CONTRACT \$249,735.00

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X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
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X	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is re-

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

18. ☐ AWARD (Contractor is not required to sign this document.) Your

offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as in the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

NORM DAVIS
Regional Director

20A. NAME OF CONTRACTING OFFICER

Elois J. Wiggins

19B. NAME OF CONTRACTOR

BY (Signature)
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY (Signature)
(Signature of Contracting Officer)

20C. DATE SIGNED

9/27/90

A. The following items are incorporated as indicated below:

1. Solicitation RS-IRM-90-212 Sections A-J Full Text as completed and updated as indicated below;
2. Solicitation RS-IRM-90-212 Amendments One and Two in Full Text;
3. The Contractor's technical proposal dated July 19, 1990, as revised and clarified on September 19, 1990, both of which are incorporated by reference.

B. It is agreed to and understood that in the event of a conflict between the contract Section C Statement of Work and the contractor's proposal as incorporated by reference herein, the contract statement of work shall take precedence.

C. The following fill-ins and updates are made to Section B-J:

1. Section **B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUNE 1988)** is completed to read:

The firm fixed price portion of this contract is \$232,803.00. Additionally, the sum of \$16,932.00 is obligated for Contract Line Items Numbers 0006 and 0008 which are priced on a fixed unit price basis with estimated hours of use. The total dollar amounts for these CLIN's may be increased or decreased by the Contracting Officer based on use and need for these services.

The total initial obligation is \$249,735.00.

2. Section **B.4 ACQUISITION METHOD** is definitized to read as follows:

a. The method of acquisition is a twenty-four (24) month lease to ownership plan (LTOP). The initial period of performance is six months which includes an estimated two months for delivery, installation, and integration. The initial period of lease is four months. There are option periods of nine months and eleven months thereafter.

b. Costing Tables B-1 thru B-3 and the "Costing Information Questionnaire" delineate the components and unit prices and are attached under Section J of this contract. Table B-1 is from the 1/19/90 proposal because it shows the delineated Hardware for a 24 month LTOP. Table B-3 dated 9/27/90 indicates the delineated Software pricing for a 24 month LTOP based on the 9/19/90 clarified Software proposal. Table B-3 is the delineated Support Services, Documentation and Software Support from the 9/19/90 clarified proposal.

3. Section B.5 DESCRIPTION OF ITEMS, QUANTITIES AND PRICES is completed and clarified to read as follows:

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Base Period (Months 1-4 of 24 Month LTOP):					
0001	Lease of Hardware as itemized in Table B-1 net of trade-in credits {CLIN's 1001-1037}	4	Mo.	\$52,214.00	\$208,856.00
0002	Software Licenses/Doc. as itemized in Table B-2 {CLIN's 2001-2032}	4	Mo.	\$ 972.00	\$ 3,888.00
0003AA	Documentation/Manuals from Table B-3: CLIN's 3005 thru 3012, and 3016 thru 3022 are hereby purchased	lot	lot	\$ 1,160.00	\$ 1,160.00
0003AB	Software Support from Table B-3: CLIN's 3025, 3027, 3028, 3035, 3039, 3040 are monthly	4	Mo.	\$ 1,151.00	\$ 4,604.00
0003AC	Software Support from Table B-3: CLIN's 3031, 3041, and 3042 are purchased on a annual basis starting month 1	1	EA.	\$ 1,795.00	\$ 1,795.00
0004	Maintenance/Warranty for initial period of performance during the Principal Period of Performance	4	Mo.	\$ N/C	\$ N/C
0005	System Training as itemized in Table B-3	10	Ea.	\$ 1,250.00	\$12,500.00
0006	Support Services for OS Software - Table B-3	68 est.	Hr.	\$ 99.00	\$ 6,732.00
0007	Installation/Site Plan	1	Lot	\$ NSP	\$ NSP
0008	Maintenance Outside the Principal Period (MOPPM) for the initial period of performance	85 est.	Hr.	\$ 120.00	\$10,200.00
TOTAL INITIAL CONTRACT VALUE					\$249,735.00

4. Section B.6 DESCRIPTION OF OPTIONAL ITEMS, QUANTITIES AND PRICES is completed and clarified to read as follows:

Option Year One (Months 5-16 of 24 Month LTOP):

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101	Lease of Hardware as itemized in Table B-1 net of trade-in credits {CLIN's 1001-1037}	9	Mo.	\$52,214.00	\$469,926.00
0102	Software Licenses/Doc. as itemized in Tabel B-2 {CLIN's 2001-2032}	9	Mo.	\$ 972.00	\$ 8,748.00
0103AB	Software Support from Table B-3: CLIN's 3025, 3027, 3028, 3035, 3039, 3040 are monthly	9	Mo.	\$ 1,151.00	\$ 10,359.00
0103AC	Software Support from Table B-3: CLIN's 3031, 3041, and 3042 are purchased on a annual basis starting month 13	1	EA.	\$ 1,795.00	\$ 1,795.00
0104	Maintenance/Warranty for optional period of performance during the Principal Period of Performance	9	Mo.	\$ N/C	\$ N/C
0106	Support Services for OS Software - Table B-3	40 est.	Hr.	\$ 99.00	\$ 3,960.00
0108	Maintenance Outside the Principal Period (MOPPM) for the initial period of performance	40 est.	Hr.	\$ 120.00	\$ 4,800.00

Option Period Two (Months 17-24 of 24 Month LTOP):

0201	Lease of Hardware as itemized in Table B-1 net of trade-in credits {CLIN's 1001-1037}	11	Mo.	\$52,214.00	\$574,354.00
0202	Software Licenses/Doc. as itemized in Tabel B-2 {CLIN's 2001-2032}	11	Mo.	\$ 972.00	\$ 10,692.00

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0203AB	Software Support from Table B-3: CLIN's 3025, 3027, 3028, 3035, 3039, 3040 are monthly	11	Mo.	\$ 1,151.00	\$ 12,661.00
0204	Maintenance/Warranty for optional period of performance during the Principal Period of Performance	11	Mo.	\$ N/C	\$ N/C
020F	Maintenance Outside the Principal Period (MOPPM) for the initial period of performance	20 est.	Hr.	\$ 120.00	\$ 2,400.00

5. Section F.2 DESIRED AND REQUIRED TIME OF DELIVERY (FAR 52.212-2) (APR 1984)- The contractor shall comply with the Required time of deliveries except for Part No.s E6631 and E6631-A which shall be delivered and installed by the Desired time of delivery. Note: The above part nos. correct and replace the part nos. listed in Section F.2. The parts identified shall be delivered and installed prior to the installation of the new equipment.

6. Section F.3 PLACE OF DELIVERY -- EQUIPMENT (MAR 1987) is completed to read as follows:

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-33-90-212
7920 Norfolk Ave., Phillips Bldg.
6th Floor Computer Room
Bethesda, MD 20814

The exact delivery and installation schedule shall be coordinated with the Project Officer. Before shipping to the Phillips building, the contractor shall obtain the specific approval of the Project Officer.

7. Section F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE III, is completed to read as follows:

Although the Government contemplates use of the systems hardware and software for the systems life of 60 months from the date of installation, the term of this contract is from the effective date of award through six months hereafter, which includes an estimated two months for delivery and installation.

The initial period of lease is four months from the first day of successful performance as established under Section E.3 of this contract.

**8. Section G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)**

The first paragraph (a.) is completed to read as follows:

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Ms. Judith Seeherman

Address: U.S. Nuclear Regulatory Commission
Office of Information Resources Management
Information Technology Services Branch
Mail Stop: P-612
Washington, D.C. 20555

Telephone Number: (301) 492-9687

9. Section G.2 REMITTANCE ADDRESS (MAR 1987) is completed as stated on page 25 of the solicitation.

10. Section H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988) is completed as follows:

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

The following government owned equipment shall be provided within 30 days of award to the contractor at the Phillips Building for installation and integration with the newly acquired equipment:

See Contractor's technical proposal dated 7/19/90, TAB "HARDWARE", listing of items entitled "Government Furnished Equipment Proposed To Become Part of Upgrade".

The following government owned equipment shall be traded-in to the Contractor within 45 days from the successful date of installation of the newly acquired equipment unless trade-in time period is extended by mutual agreement to meet NRC's specific requirement for migration to the new system:

See Contractor's technical proposal dated 7/19/90, TAB "HARDWARE", listing of items entitled "Government Furnished Equipment Proposed For Trade-In"

11. SECTION I.5 - DRUG FREE WORKPLACE (FAR 52.223-6) is updated to include the attached (JUL 1990) version of the clause which supersedes the (MAR 89) version therein. See Attached Text.

I.5 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration) or as soon as possible for contracts of less than 30 calendar days performance duration --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the action that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about --

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

JUN 18 1990

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-IRM-90-212 ENTITLED, "Upgrade of a Data General MV/10000 to a Data General MV/40000"

The U.S. Nuclear Regulatory Commission (NRC) is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in Part I, the Schedule.

It is our intention by this solicitation to secure the best qualified organization available to perform this project, cost and other factors considered.

Proposals for this requirement may be submitted by all concerns, i.e., large businesses, small businesses, and small businesses owned and controlled by socially and economically disadvantaged individuals.

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation.

All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M.

If you have any questions concerning the requirements of this solicitation, please contact Mr. David T. Collins, Contract Negotiator, on (301) 415-9736 (collect calls will not be accepted).

Sincerely,

Elois J. Wiggins
Elois J. Wiggins, Contracting Officer
Contract Negotiation Branch No. 1
Division of Contracts and Property
Management

Enclosures: As stated

SOLICITATION, OFFER AND AWARD

Page 1

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-IRM-90-212	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED June 18, 1990	6. REQUISITION/PURCHASE REQ. NO. IRM-90-212	
7. ISSUED BY CODE ATTN: RS-IRM-90-212 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1; P-1020 Washington, DC 20555	8. ADDRESS OFFER TO Offer must be addressed as shown in Item 7. Hand-carried offers (Including Express Mail and delivery services) must be delivered to the address in Item 9.	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 7/19/90. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. Offers should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 13, "Sealed Bid Label," on the outside wrapper.

NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 4:15 PM, Monday through Friday, excluding Federal holidays.

CAUTION - LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS. SEE SECTION L. PROVISION NO. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation. (See Provisions in Section L, "Timely Receipt of Bids/Proposals" and "Proposal Presentation and Format").

10. FOR INFORMATION	A. NAME: CALL: David T. Collins	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-9736
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EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA
FAR(48 CFR) 53.214(c)

SOLICITATION, OFFER AND AWARD

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M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
____%	____%	NET %	____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
1	7/13/90	2	July 19, 1990

15A. NAME AND ADDRESS OF OFFEROR	CODE : _____ FACILITY : _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
	Data General Corporation 7927 Jones Branch Dr., #200 McLean, VA 22102 DUNS: 405903218	Robert Williams Federal Account Manager

15B. TELEPHONE NO. (Include Area Code)	15C. CHECK IF REMITTANCE ADDRESS IS (X) DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
(703) 827-9600	

17. SIGNATURE: <u>Robert Williams</u>	18. OFFER DATE: July 24, 1990
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EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA
FAR(48 CFR) 53.214(c)

SOLICITATION, OFFER AND AWARD

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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)()☒ 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM

(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE : _____ 25. PAYMENT WILL BE MADE BY CODE : _____

(If other than Item 7)

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
GOV/COM Accounting Section
Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
--	------------------------------	-------------------

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA
FAP(48 CFR) 53.214(c)

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated into any resultant contract.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Upgrade of a Data General MV/10000 to a Data General MV/40000 for the Nuclear Documents System (NUDOCS)

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

- a. The NUDOCs is the Nuclear Regulatory Commission's (NRC) centralized search and retrieval system for licensing, regulatory, inspection and adjudicatory documentation. The system currently resides on two government owned Data General MV/10000 minicomputers. The contract requirement is to provide all necessary hardware, software, and services as further described herein to successfully upgrade one of the MV/10000's to a Data General MV/40000 system with peripherals. Some equipment is available for trade-in credit by negotiation.
- b. The contractor shall deliver, install, warrant, and maintain the supplies and provide services as specified in Section C and in accordance with the terms and conditions of the Schedule, the Contract Clauses and the List of Attachments at the prices delineated in Table's B-1 thru B-3 of this contract. Trade-in equipment and trade-in value shall be identified therein.

(End of Clause)

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

The firm fixed price of this contract is ____*____.

(End of Clause)

B.4 ACQUISITION METHOD

- a. The government contemplates a two year lease with option to purchase (LWOP) or a two year lease to ownership (LTOP) plan. Offerors shall propose one or both of the above methods. The initial period of performance is contemplated at 4 months (including 2 months for delivery of the newly acquired system) with options for 12 months and 10 months thereafter. However, longer periods proposed up to the system life of five years shall be evaluated if proposed. A purchase plan shall also be proposed. A straight lease plan may be proposed but is not likely to result in the most favorable life cycle cost.
- b. Offerors shall complete Sections B.5 and B.6 below, Tables B-1 thru B-3 as appropriate and complete the "Costing Information Questionnaire" attached to this solicitation.

(End of Clause)

B.5 DESCRIPTION OF ITEMS, QUANTITIES AND PRICES

CLIN	DESCRIPTION	QTY	UNIT	PRICE	UNIT AMOUNT	TOTAL
0001	Lease of Hardware as itemized in Table B-1 net of trade-in credits	2	mo.	\$		\$
0002	Software Licenses as itemized in Table B-2 net of upgrade credits	2	mo.	\$		\$
0003	All Documentation and Manuals as itemized in Table B-3	lot	lot	\$		\$
0004	Maintenance/Warranty for initial period of performance during the Principal Period of Maintenance (PPM)	2	mo.	\$		\$
0005	System Training as itemized in Table B-3	lot	lot	\$		\$
0006	Support Services for OS Software	1,000	Hr.	\$		\$
0007	Installation/Site Plan	lot	lot	\$		\$
0008	Maintenance Outside the Principal Period (MOPPM) for the initial period of performance	20	Hr.	\$		\$

B.6 DESCRIPTION OF OPTIONAL ITEMS, QUANTITIES, AND PRICES

Option Year One:

CLIN	DESCRIPTION	QTY	UNIT	PRICE	UNIT AMOUNT	TOTAL
0101	Lease of Hardware as itemized in Table B-1 net of trade-in credits	12	mo.		\$	\$
0102	Software Licenses as itemized in Table B-2	12	mo.		\$	\$
0103	Maintenance/Warranty for first option year during the Principal Period of Maintenance (PPM)	12	mo.		\$	\$
0104	Maintenance Outside the Principal Period (MOPPM) for the first option yearf	120	Hr.		\$	\$

Option Period Two:

0201	Lease of Hardware as itemized in Table B-1 net of trade-in credits	10	mo.		\$	\$
0202	Software Licenses as itemized in Table B-2	10	mo.		\$	\$
0203	Maintenance for second option period during the Principal Period of Maintenance (PPM)	10	mo.		\$	\$
0204	Maintenance Outside the Principal Period (MOPPM) for the second option period	100	Hr.		\$	\$

SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

C.1 STATEMENT OF WORK

C.1 Statement of Work

The contractor shall furnish all hardware and software specified below to successfully upgrade the NRC's MV/10000 to an MV/40000 HA Model 1. This upgrade shall include installation of the acquired equipment, the Government Furnished Equipment (GFE), all necessary internal and external cables, cabinets and any other additional equipment needed to fully integrate the GFE with the acquired hardware and user familiarization with new hardware and software. This upgraded system shall be configured to provide the government with the maximum performance of the proposed hardware.

C.2 Background

The NRC's Nuclear Documents System (NUDOCS) is the agency's centralized document search and retrieval system for licensing, regulatory, inspection and adjudicatory documentation. The system supports a multitude of users at the NRC, local public document rooms, national laboratories, various educational institutions and technical laboratories. The system currently resides on two government-owned Data General MV/10000 minicomputers. This system, as currently configured, will no longer support the NUDOCS system without negatively affecting the essential services provided to the users.

C.3 Hardware List

Proposed hardware shall also include all internal and external cables, cabinets, and any other additional equipment needed to fully integrate the GFE with the acquired hardware. All hardware/boards shall be at the latest revision level as specified by the Original Equipment Manufacturer (OEM).

Hardware to Acquire

Quantity	Model	Description
1	US141	MV/40HA Model 1
2	80009	32MB Memory for MV/40000 and
	MV/40000HA	
2	80020	MV40HA Channel Processor F/Copper ICL
1	E80007	Eclipse Channel Subsys - MV/40 and
		40HA
2	E8997	Expansion Chassis-MV/20000 and
		MV/15000

2	8992-N	Bus Repeater for MV/20000 and MV/15000
2	E9746-B	Expansion Chassis (8762) BBU
2	4625	IAC 8 W/RS422 and RS232 Modem for DG Connect
18	4623	IAC 24 W/RS232 and RS422 for DG Connect
2	4532-A	Intelligent LAN Cont (ILC) Hard CPU
2	4546	Transceiver and Cable
1	E5080	High Capacity Back-Up Cartridge Tape
1	E80011-HA	MRC Free-Standing Subsystem, HA
1	80018	MRC Sys Interface PCB for Copper ICL
1	80064-A	4.8 GB R.A.M.S. HR 4 Disk Pkg.
1	80030	MRC Controller for 8" R.A.M.S. Disks
1	UZDCAS10	UPG-CNTLR (354,592,862MB DISK) W/10" CBL
1	8000	Tri-Density MRC Magnetic Tape Subsys.
1	31808-69H	MCode for MV/40 and 40HA 1 Year MSS
1	30976-05H	Peripheral MICRO Int Rel of Microcode
1		All hardware necessary for DG Connect IAC's
1	*E6581	Cable Non Compliant 500 MB R.A.M.S. 1 Drv Subsys. (Non-Hr) for an M./8000
1	*6581-A	500 MB R.A.M.S. 1 Drv Add-On
3	4380	ISC/2 (SYNCH)

*Separate early delivery is desirable. (see Section F.2)

NOTE: Configuration shall include slots on ECLIPSE Subsystem and MRC for future expansion.

GFE

Quantity	Model	Description
1	E8780-B	MV10000 w/2MB Mem
3		8MB Add-On Memory 3
3	8765	2MB Add-On Memory
1	4206	MCA (Less Cable)
4	4370	IAC 16
1	4369	IAC 8
1	8749	Battery Back-Up
1	1605-A	Argus Cabinet
1	6238	Argu. Controller
3	6236-A	354MB Argus Disk
1	1344-E	Dual Bay Cabinet
1	59791-B	BMX-2 Tape Controller
2	59681-A	2922 50/100 IPS Tape Drive
3	59791-C	ARZ-1 Disk Controller
2	59944-A	XMD-II 9772 850MB Disk
1	59792-A	BMX-3 Disk Controller
2	59952-A	2351-A Eagle Disk Drive
10	59943-D	9720-1230 1230MB Disk
1	1605-BX	Meter High Cabinet

1	59789-A	LRS-10 Optical Disk
1	59789SUBA	LRS-10 Optical Disk Cntr
1	59374SUBA	GE 120G Terminet Printer
1	59431-A	P300 300 LPM Serial Ptr
1	59721-A	DLP-2200 Printer Cntrl
1	4245	660/900LPM Drum Printer
1	4371-A	TCB 8 Single w/Rack
2	4372-B	TCB 16 Dual w/Rack 1
1	4372-A	TCB 16 Single wo/Rack
1	4380	ISC/2 (from an MV/6000)
1	E6624	4.8GB RAM's disk drive subsystem - controller needs upgrade to MRC
1	6061	190MB Disk Drive Subsystem
4	6061	Add-on Drives

NOTE: ALL GFE NOT ADAPTABLE TO THE PROPOSED CPU ARE AVAILABLE FOR TRADE-IN. THE GFE WILL BECOME AVAILABLE FOR CONTRACTOR PICK-UP IN PHASED INCREMENTS WHICH CORRESPOND TO THE PHASE-IN OF THE SUCCESSFULLY TESTED PRODUCTION SYSTEM.

C.4 Software List

Software to Acquire

Quantity	Model	Description
1	31585-H95N	VS II UPG LIC/Migration Serv Class H
1	31585-F91N	AOS/VS II UPG from 3900 for CPU Class F
1	31585-20H	AOS/VS II Software Media and Doc
1	*3915-H10N	AOS/VS Sort/Merge License-CPU Class H
1	*3C053-H10N	AOS/VS C License Only - CPU Class H
1	*31641-H91N	XTS II Upgrade License Only - CPU Class H
1	31641-20H	XTS II Software Media and Documentation
1	*30605-A10N	AOS/VS DG/Gate Lic Only - All CPU Class
1	*3916-H10N	AOS/VS Cobol License Only GrU Class H
1	30718-H10N	AOS/VS Perf. Monitor License - CPU Class H
1	30718-20H	AOS/VS Perf. Monitor Software Media and Doc.
1	*3910-H10N	INFOS II License - CPU Class H
1	*3901-H10N	AOS/VS Fortran 77 Class H
1	*3938-H10N	Swat License - CPU Class H
1	31527-H10N	Dump-3/Load-3 License - CPU Class H
1	31527-20H	Dump-3/Load-3 Media and Documentation
1	3992-H10N	AOS/VS DG/SNA

1	3993-H10N	License - CPU Class H AOS/VS
1	30203-H10N	DG/SDLC License - CPU Class H AOS/VS SNA/RJE Lic. Only - CPU Class H
1	30997-H10N	TCP/IP for AOS/VS Lic. CPU Class H
1	30997-20H	TCP/IP for AOS/VS Software Media and Doc.
1	*3991-H10N	XODIAC License - CPU Class H

*Indicates currently licensed on MV/10000 under AOS/VS

Include Software Support for all products.

All software shall be at the latest revision level as specified by the Original Equipment Manufacturer (OEM).

C.5 Installation Requirements (See also E.4)

(a) The contractor shall provide for the full installation of both acquired equipment and GFE to ensure the successful operation of the total hardware system. This installation shall be accomplished in two phases:

Phase 1. Installation shall include all acquired hardware and software needed to support and test the application.

Phase 2. Installation shall include the installation of the GFE.

This installation shall provide for the least amount of disruption to the availability of the production system to the users.

(b) The contractor shall also provide a site preparation guide to include all necessary power, environmental, space and telecommunication requirements.

C.6 User Familiarization

The contractor shall provide all necessary manual and documentation for any new hardware and software provided under this solicitation.

As a minimum, the contractor shall provide the following manuals:

Quantity	Doc. Number	Description
1	093-542,3	AOS/VS II System Call Dictionary (2 Vols.)
1	069-231	AOS/VS II Glossary
1	093-539	Installing AOS/VS II
1	093-540	AOS/VS II System Error

1	093-541	Mess. ges Managing AOS/VS II
1	1867	INFOS II Internals
1	1891	AOS/VS Internals: The Scheduler
1	010-1510	Installation Data Sheet for the MV/40000 System
1	014-1514	Starting ECLIPSE MV/40000 System
1	014-1343	Starting the MV/40000 System Binder
1	014-1515	MV/40000 Principles of Operation (Supplements 014-1371)
1	014-1521	Understanding and Configuring ECLIPSE MV/40000 System
1	014-1344	Understanding and Configuring the MV/40000 System Binder
1	014-1371	ECLIPSE MV/Family Principles of Operation
1	014-1372	ECLIPSE MV/Family, System Instruction Dictionary
1	1876	ECLIPSE MV/Family Principles of Operation Binders
1	014-1519	Configuring MV/40000 HA Systems

The contractor shall provide instructions for the operation of all acquired equipment.

The contractor shall, as a separately priced line item indicated in Section B, provide for operating system support personnel to assist with configuration, loading, and installation of the new operating system. This service will be at the option of the government for up to 1,000 hours of service after installation of the system. The proposed personnel shall have experience with AOS/VS II.

(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 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	JUL 1985	INSPECTION OF SUPPLIES -- FIXED-PRICE
52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

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

(End of Clause)

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT (JUNE 1988)

a. General. This clause establishes a standard of performance which must be met before any ADP equipment delivered under this contract is accepted by the Government. This also includes replacement machines, substitute machines, and machines which are added or field modified (modifications of a machine from one model to another) after a successful performance period.

b. Performance Period and Effectiveness Level. The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of 30 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 95 percent or more.

c. Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 90 consecutive days.

d. Failure to Meet Standard Performance. If the equipment

fails to meet the standard of performance after 30 calendar days from the installation date or start of the performance period, whichever is later, the Government may at its option request a replacement or terminate the contract and request the immediate removal of the equipment.

e. Effectiveness Level Computations. The effectiveness level for a system is computed by dividing the operational use time by the sum of the operational use time plus system failure downtime.

f. Changes in Equipment. The effectiveness level for machines added, field-modified, or substituted, or for a replacement machine is a percentage figure determined by dividing the operational use time of the machine by the sum of that time plus downtime resulting from equipment failure or the machine being tested.

g. Operational Use Time for System. Operational use time for performance testing for a system is the accumulated time during which the Central Processing Unit is in actual operation, including any intervals of time between the start and stop of the processing of the programs.

h. Operational Use Time for Equipment. Operational use time for performance testing for a machine added, field-modified, or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.

i. System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.

j. Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.

k. Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods

shall be considered system operational use time in computing the effectiveness level.

1. Machine Failure Downtime. Machine failure downtime for a machine added, field-modified, or substituted, or for a replacement machine after the system has completed a successful performance period is that period of time when such machine is inoperable due to its failure.

m. Minimum of Use Time. During the performance period for a system/machine, a minimum of 100 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 100 hours. Machines added, field modified and substitute machines are subject to the 100 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 100 hours use time, provided the average effectiveness for the 30 day acceptance period is equal to or better than the level specified in paragraph b above.

n. Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.

o. Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.

p. Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.

q. Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 30 consecutive days; therefore, the performance period must start not later than the 30 day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.

r. Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

(End of Clause)

E.4 PRE-ACCEPTANCE TESTING PROCEDURES

Phase I - (a) The initial acceptance testing of the newly acquired equipment shall be conducted in accordance with Section E.3 herein. The equipment/system shall pass all routine diagnostics as specified by the Original Equipment Manufacturer (OEM).

(b) Upon successful completion of (a) above, the trade-in GFE shall be made available for contractor pick-up at no additional cost to the government.

Phase II - Upon successful completion of Phase I above, the contractor shall begin the phased integration of the GFE that will become part of the fully integrated system. After each phase of integration, diagnostics shall be performed to ensure successful operation of the total cumulative system.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES
52.247-55	APR 1984	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY

F.2 DESIRED AND REQUIRED TIME OF DELIVERY (FAR 52.212-2) (APR 1984)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
Part No. E6581	1 ea.	30
Part No. 6581-A	1 ea.	30
All other Hardware and Software	lot	45
Installation	lot	7 days from delivery
Training	lot	7 days from installation
Integration of GFE	lot	within 45 days from install of base system

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
Part No. E6581	1 ea.	60
Part No. 6581-A	1 ea.	60
All other Hardware and Software	lot	60
Installation	lot	14 days from delivery
Training	lot	14 days from installation
Integration of GFE	lot	within 60 days from install of base system

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, may not be considered for award. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

F.3 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)
ALTERNATE I (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: ____*____
7920 Norfolk Ave., Phillips Bldg.
6th Floor Computer Room
Bethesda, MD 20814

(End of Clause)

F.4 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE III (MAR 1987)

Although the Government contemplates use of the system(s) (hardware and software) for the system's life of 60 months from date of installation, the term of this contract is from ____*____ through ____*____.

(End of Clause)

F.5 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES
(FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 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 twenty-four (24) months. *

* If a longer period is proposed and accepted, this shall be modified at the time of award.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATAG.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ____*____

Address: ____*____

____*____
____*____
____*____
____*____
____*____
____*____

Telephone Number: ____*____

b. The Project Officer is responsible for:

1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

2) Inspecting and accepting products/services provided under the contract.

3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: Data General CorporationAddress: PO Box 4224Boston, MA 02212_____

(End of Clause)

G.3 BILLING INSTRUCTIONS

The Contractor shall refer to the attachment in Section J entitled, "Billing Instructions".

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1 87)

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

(End of Clause)

H.2 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-C112) (JUNE 1988)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

b. Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

c. Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor

agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

2) The Contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement must include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless the information has previously been released to the public by the NRC.

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential

privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

f. Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

g. Remedies. For breach of any of the above restrictions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

h. Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

(End of Clause)

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

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

____ *

b. 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 Contractor.

(End of Clause)

(End of Clause)

H.5 SITE ACCESS BADGE REQUIREMENTS (JUNE 1988)

During the life of this contract, the rights of ingress and egress for contractor personnel shall 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 will assist the Contractor in obtaining the

badges for the contractor personnel. It is the sole responsibility of the Contractor to insure that each employee has proper identification at all times. All prescribed identification shall 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 the safeguarding of any Government records or data that contractor personnel may come into contact with. Adherence with special requirements for Foreign Nationals, in accordance with NRC Manual Chapter 2101, Part VII.C is the responsibility of the Contractor.

(End of Clause)

H.6 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 60 months. The Contractor shall notify the Government 1 year 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.7 PURCHASE OPTION FOR RENTAL OF EQUIPMENT (MAR 1987)

The Government may, at any time following acceptance of the equipment, purchase any or all ADP equipment rented in accordance with the following terms: Equipment rented under this contract may be purchased at the purchase price for the installed equipment at the time such equipment was initially ordered for rental or at the time of purchase, whichever is the lesser. The Government will be allowed cumulative purchase option credits, as indicated by the Contractor in the Contractor's proposal, beginning with the first day of the successful performance period. The equipment to be purchased must have been on continuous rental, but suspension of rental during the movement of equipment from one site to another site shall be interpreted as "continuous rental." The equipment converted to purchase shall be discontinued from rental on the day immediately preceding the effective date of purchase. If the purchase option is exercised during the first 30 days beginning with the first day of the successful performance period, the warranty specified elsewhere in this contract shall apply for the remaining days covered by the 90/365 day warranty.

(End of Clause)

H.8 GLOSSARY OF ADP TERMS (JUNE 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.
- 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, including an official meal period not to exceed 1 hour per day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed at the NRC installation.
- 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 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.9 SITE PREPARATION PROVISIONS (JUNE 1988)

a. Equipment environmental specifications shall be furnished in writing by the Contractor in its proposal. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.

b. The Government will prepare the site at its own expense and in accordance with the equipment environmental specifications furnished by the Contractor in the proposal.

c. Any alterations or modifications in site preparation which are directly attributed to incomplete or erroneous equipment environmental specifications provided by the Contractor, which would involve additional expenses to the Government, shall be made at the expense of the Contractor.

d. Any such site alterations or modifications as specified in paragraph c above which cause a delay in the installation date will also result in liquidated damages for equipment as specified under "Liquidated Damages".

e. The Government agrees to have the site prepared in accordance with the Contractor's written site specifications by thirty (30) days prior to the scheduled installation date, unless a shorter period of time is agreed to in writing.

f. The Government will provide the Contractor with access to the site for the purpose of installing the equipment prior to the scheduled installation date. The Contractor shall specify in

writing the time required to install the equipment.

(End of Clause)

H.10 CREDITS, MACHINE REPLACEMENT, TECHNICAL ASSISTANCE AND
ADDITIONAL HARDWARE AND SOFTWARE (JUNE 1988)

a. Late Response Time Credit.

The Contractor's maintenance personnel shall arrive at the designated point within the response time specified in the clause "Maintenance Requirements". If maintenance personnel fail to arrive at the installation within the designated response time, the Contractor shall grant a credit to the Government for the elapsed time in excess of the specified response time and up to actual arrival time.

The amount of creditable hours shall be accumulated for the month and adjusted to the nearest hour. The amount of credit for each hour in excess of the specified response time shall be computed at the rate of .5% of the basic monthly maintenance charge. The total credit during any month shall not exceed the total monthly charge. The total credit shall not exceed 1/30th of the total monthly charge per calendar day.

b. Maintenance Downtime Credits.

1) Definition

System downtime is that period of time when the system is inoperative and no scheduled workload can be accomplished due to a malfunction in the Contractor-supplied equipment or operating software or because the system is released to the Contractor for remedial services.

2) Period of Downtime.

Downtime shall commence at the time of the initial bona fide attempt to make contact with the Contractor's maintenance representative at the designated point of contact or with the coverage provided to permit the Government to make such contact. Downtime shall end when the system and/or machine is returned to the Government in operable condition, including operating software regeneration, if required, ready to perform the scheduled workload.

3) Maintenance Credit for System Downtime.

If the system remains inoperative and cannot perform the scheduled workload due to an equipment or operating software malfunction through no fault or negligence of the Government for a period of more than 12 consecutive hours or 15 nonconsecutive hours during a 24 hour period, the Contractor shall grant a credit to the Government for each hour of downtime in the amount of .5 percent of the total monthly charges due under this contract, as defined in the contract's Glossary. No credit shall be due the Government for

operating software malfunctions when (i) the malfunction is not attributable solely to the Contractor supplied software; and/or (ii) the Government has made any additions, alterations or otherwise modified the operating software. The credit for system downtime shall be computed to the nearest half hour. No credit shall accrue to the Government during those periods when the Contractor is denied access to the equipment. The amount of credit granted shall not exceed 1/30th of the total monthly charges for any calendar day.

4) Maintenance Credit for Equipment Downtime.

If the equipment remains unusable due to an equipment and/or operating software malfunction, through no fault or negligence of the Government for a period of more than 12 consecutive hours or 15 nonconsecutive hours during a 24 hour period, the Contractor shall grant a credit to the Government for each hour of downtime in the amount of .5 percent of the total monthly charges for the machine due under this contract, as defined in the Glossary of ADP Terms clause in Section H, plus identical credits for any other machine(s) supplied under this contract not usable as a result of the malfunction. Credit granted under this paragraph for each machine shall not exceed 1/30th of the total monthly charge for the machine for any calendar day. Credit for equipment or software malfunctions shall be computed to the half hour. No credit shall be due the Government for operating software malfunctions when (i) the malfunction is not attributed solely to the Contractor supplied software; and/or, (ii) the Government has made any additions, alterations or otherwise modified the operating software. During a period of downtime, the Government may use operable equipment when such action does not interfere with remedial maintenance. The credit provisions of this paragraph do not apply when paragraph b. (3) above is involved.

(End of Clause)

H.11 REFURBISHED MATERIALS/COMPONENTS (MAR 1987)

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

(End of Clause)

H.12 RISK OF LOSS OR DAMAGE--LEASE
(MAR 1987)

a. The Government is relieved of all risks of loss or damage to the equipment during periods of transportation and installation, and during the entire time the equipment is in the possession of the Government, 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.13 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUNE 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" 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)

*Note: The 25% refers to the cumulative dollar value of the contract at the time of the engineering change proposal.

H.14 MAINTENANCE REQUIREMENTS (ADP SYSTEM/EQUIPMENT)

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. All parts shall be new or refurbished and warranted as new. (See paragraph d below for detailed parts requirements.) Maintenance service shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power or air-conditioning or humidity control, or causes other than ordinary use.

b. Responsibilities of the Government:

1) Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of this contract unless agreed to by the Contractor.

2) Subject to security regulations, the Government shall permit access to the equipment which is to be maintained.

3) The Government shall provide adequate storage space for spare parts and adequate working space, including heat, light, ventilation, electrical current and outlets and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within the reasonable distance of the equipment to be serviced and shall be provided at no charge to the contractor.

4) The Government shall provide time for contractor sponsored equipment modifications within a reasonable time after being notified by the Contractor that the modification is ready to be made. The time required to make the modification may be outside the normal preventive maintenance hours, as determined by mutual agreement.

5) The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the Contractor including any requirements for an Uninterrupted Power Supply (UPS).

c. Response Time(s)

The Contractor shall respond within 3 hours of notification during

the PPM or by 10:30 a.m. of the next PPM day for calls placed outside the PPM. Under certain circumstances, the Contracting Officer, or his designee, may require that the contractor respond for maintenance calls outside the PPM within 5 hours of notification.

d. Spare Parts and Diagnostic Tools

The Contractor shall maintain an inventory and provide spare parts as necessary to properly and efficiently maintain the equipment for the life of this contract. This inventory shall contain as a minimum the recommended spare parts list provided by the vendor. Only new standard parts or refurbished parts equal to new in performance and warranty shall be used in effecting repairs. These parts shall provide the same mean time between failure rate as listed by the original equipment manufacturer when new. These parts shall be available for installation within 1 hour of problem diagnosis. In the event this part fails, the contractor shall provide a backup part within a 24 hours. All diagnostic tools required for repair of said equipment should be available for use within the greater Washington, D.C. - Baltimore, MD area. Parts which have been replaced shall become property of the contractor.

(End of Clause)

H.15 FIPS PUBS AND STANDARDS COMPLIANCE

All delivered equipment and software shall be in conformance with all applicable FIPS PUBS and FED STDS associated with the listed equipment.

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 FED STDS without written Contracting Officer approval.

(End of Clause)

H.16 ENGINEERING CHANGE ORDERS

The contractor shall maintain complete upgraded compatibility of all boards with the latest Engineering Change Orders (ECO's) and revision level as well as complete upgraded compatibility of all controller-microcodes as required to ensure integrity of the equipment with the latest operating system that pertain to those items of equipment acquired under this contract. Upon approval of the NRC Project Officer, the contractor shall install these ECO's or controller microcode changes at no additional cost to the government.

(End of Clause)

H.17 CERTIFICATE OF MAINTAINABILITY

At such time as the services provided herein by the contractor are terminated, expire contractually or otherwise not extended, or upon the request of the Contracting Officer at any time, the

contractor shall issue, within ten (10) working days, a "Certificate of Maintainability" for any or all equipment maintained under this contract.

The certificate shall state as a minimum that:

- 1) preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed;
- 2) that the equipment is performing in accordance with the OEM's specifications; and
- 3) the OEM (or the OEM's successor in interest) would commit that it would immediately assume maintenance of the equipment without billing any one-time charges for repair and inspection.

The certificate shall be provided at no additional cost to the government. Should the contractor fail to issue the required certificate in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the contractor shall be responsible for any reasonable costs incurred by the government for the purpose of bringing the equipment up to the required OEM maintenance levels.

(End of Clause)

H.18 WARRANTY EXCLUSION AND LIMITATION OF LIABILITY (FIRM 201-2.205-1 APR 1984)

Except as expressly set forth in writing in this agreement, or except as provided in the Commitments, Warranties, and Representations clause, if applicable, and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will the contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, Section 2-715, in effect in the District of Columbia as of January 1, 1973; i.e.: Consequential damages resulting from the seller's breach include -

(a) Any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and

(b) Injury to person or property proximately resulting from any breach of warranty.

(End of clause)"

PART II - CONTRACT CLAUSESSECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT -- NEGOTIATION
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	AUG 1989	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.219-16	AUG 1989	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-20	APR 1984	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-26	APR 1984	EQUAL OPPORTUNITY

52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-9	MAY 1986	BUY AMERICAN ACT -- TRADE AGREEMENTS ACT -- BALANCE OF PAYMENTS PROGRAM
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.228-5	APR 1984	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 1989	DISCOUNTS FOR PROTEST PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE II (APR 1984)
52.244-1	JAN 1986	SUBCONTRACTS (FIXED-PRICE CONTRACTS)
52.245-1	APR 1984	PROPERTY RECORDS
52.245-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.246-23	APR 1984	LIMITATION OF LIABILITY
52.249-2	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATES II AND III (JUN 1987)
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS

I.2 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product

delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 6101) that is in effect on the day after the due date, except where interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 5th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or

services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of

supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other payments that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

1.3 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number

for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payment of amounts otherwise properly due.

(End of Clause)

I.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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.

(End of Clause)

I.5 DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug

abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

1.6 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS--(FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract. (b) The making of any Federal grant. (c) The making of any Federal loan. (d) The entering into of any cooperative agreement. (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual,

corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those activities expressly authorized by

subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(11) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing

technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal Contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certification) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained

in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	PRICING TABLES B-1, B-2, and B-3
4	COSTING INFORMATION QUESTIONNAIRE

DATA GENERAL CORPORATION
TABLE B-1 - HARDWARE UNIT PRICE SCHEDULE

1	2A	2B	3				4	5		6		7	
CLIN	MODEL NUMBER	ITEM DESCRIPTION	UNIT PRICES OFFERED				QTY	MTHS OF USAGE AFTER CAD		POWER REQUIRE		COM'L SCHEDULE	
			PURCHASE	MTNLY MAINT	MTNLY RENTAL	SPEC PLANS		FROM	UNTIL	KWS	BTU's	PURCHASE	MTNLY MAINT
1001	E80001	MV/40000HA MOD1, 64MB MEM, MULTI-CAB	458.150	1.155 1.155	15.435	22.417	1	1 13	12 24	14.064	48,000	595,000	1.650
1002	80009	32MB MEMORY FOR MV/40000 & MV/40 HA	34.560	N/C N/C	1.164	1.691	2	1 13	12 24	0.000	0	48,000	N/C
1003	1339	25 FOOT EIA RS-422 I/F CABLE	40	N/C N/C	1	2	1	1 13	12 24	0.000	0	40	N/C
1004	6455A-XA	D578E AMBER DIN MASTER CONSOLE	522	5 5	18	26	1	1 13	12 24	0.040	137	745	7
1005	E10805-B	1-BAY PERIPHERAL CAB, 120/240V, 30 AMP	5.390	N/C N/C	182	264	3	1 13	12 24	0.150	512	5,500	N/C
1006	80020	MV40HA CHNL PROCESSOR F/COPPER ICL	15.400	47 47	519	754	2	1 13	12 24	0.000	0	20,000	67
1007	15315E030	30 METER EXT CP CABLE - COPPER	620	N/C N/C	21	30	2	1 13	12 24	0.000	0	620	N/C
1008	E80007	ECLIPSE CHANNEL SUBSYS-MV/40 & 40 HA	20.790	49 49	700	1.017	1	1 13	12 24	1.600	5.460	27,000	70
1009	E8997	EXPANSION CHASSIS-MV/20 & MV/15	8.624	15 15	291	422	2	1 13	12 24	1.600	5.460	6,800	21
1010	8992-N	BUS REPEATER FOR MV/20 & MV/15	2.310	6 6	78	113	2	1 13	12 24	0.000	0	3,000	9
1011	E8746-B	EXPANSION CHASSIS (8762) RBU	3.969	34 34	134	194	2	1 13	12 24	1.100	3,773	4,050	49
1012	4625	IAC 8 W/RS422 & RS232 MODEM FOR TCB	2.448	20 20	82	120	2	1 13	12 24	0.000	0	3,400	20
1013	4623	IAC 24 W/RS232 & RS422 F/TCB CONNECT	5.328	40 40	180	261	18	1 13	12 24	0.000	0	7,400	57
1014	4532-A	INTELLIGENT LAN CONTROL (ILC) H CPU	3.596	33 33	121	176	2	1 13	12 24	0.000	0	4,995	47

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DATA GENERAL CORPORATION
TABLE B-1 - HARDWARE UNIT PRICE SCHEDULE

1	2A	2B	3				4	5		6		7	
CLIN	MODEL NUMBER	ITEM DESCRIPTION	UNIT PRICES OFFERED				QTY	MTHS OF USAGE AFTER CAD		POWER REQUIRE		COM'L SCHEDULE	
			PURCHASE	MTHLY MAINT	MTHLY RENTAL	SPEC PLANS		FROM	UNTIL	KWS	STU's	PURCHASE	MTHLY MAINT
1015	4546	TRANSCEIVER AND CABLE	600	4 4	20	29	2	1 13	12 24	0.000	0	600	6
1016	E6590	2GB 8MM TAPE BACKUP SYSTEM	10,076	70 70	339	493	1	1 13	12 24	0.160	546	13,995	100
1017	4380	ISC/2 (SYNCH)	3,060	29 29	103	150	3	1 13	12 24	0.000	0	4,250	41
1018	EB0011-HA	MRC FREE-STANDING SUBSYSTEM, HA	61,600	74 74	2,075	3,014	1	1 13	12 24	3.600	12,276	80,000	105
1019	80018	MRC SYS INTERFACE PCB FOR COPPER ICL	7,700	23 23	259	377	1	1 13	12 24	0.000	0	10,000	33
1020	80064-A	4.8GB RAMS HR 4 DISK PACKAGE	81,576	235 235	2,748	3,992	1	1 13	12 24	0.150	512	113,300	335
1021	80030	MRC CONTROLLER FOR 8" RAMS DISKS	7,200	27 27	243	352	1	1 13	12 24	0.000	0	10,000	38
1022	UZDCSS10	UPG-CNTLR (500MB DISK) W/10' CABLE	5,785	27 27	195	283	1	1 13	12 24	0.000	0	8,035	38
1023	UZDCAS10	UPG-CNTLR (354,592,862MB DISK) W/CBL	7,200	27 27	243	352	1	1 13	12 24	0.000	0	10,000	38
1024	80033	MRC CNTROL FOR 6299-A,6300-A,4307-TA	7,200	27 27	243	352	1	1 13	12 24	0.000	0	10,000	38
1025	EB0027-A	MRC TRI-DENSITY TAPE SUBSYSTEM	49,000	308 308	1,651	2,398	1	1 13	12 24	1.502	5,180	50,000	440
1026	E6631	600MB RAMS 1 DRIVE HOT REPAIR SUBSYS	18,072	67 67	609	884	1	1 13	12 24	0.036	1,230	25,100	95
1027	6631-A	600MB RAMS 1 DRIVE ADD-ON (NON-HR)	12,816	53 53	432	627	1	1 13	12 24	0.036	1,230	17,800	75
1028	E5094B	DGCONNECT-1344 CAB W/DOOR, 2 BAY	6,636	N/C N/C	224	325	2	1 13	12 24	0.000	0	6,771	N/C
1029	5091TB	DGCONNECT-PATCH STRIP SUBSYS/IAC-8	882	N/C N/C	30	43	3	1 13	12 24	0.000	0	900	N/C

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DATA GENERAL CORPORATION
TABLE B-1 - HARDWARE UNIT PRICE SCHEDULE

1 CLIN	2A MODEL NUMBER	2B ITEM DESCRIPTION	3 UNIT PRICES OFFERED				4 QTY	5 MTHS OF USAGE AFTER CAD		6 POWER REQUIRE		7 COM'L SCHEDULE	
			PURCHASE	MTHLY MAINT	MTHLY RENTAL	SPEC PLANS		FROM	UNTIL	KWS	BTU's	PURCHASE	MTHLY MAINT
1030	5091KEA	DGCONNECT-IAC/24 3 CABLE SET	956	N/C N/C	32	47	18	1 13	12 24	0.000	0	975	N/C
1031	5091IA	DGCONNECT-IAC/24 ADAPTOR	323	N/C N/C	11	16	18	1 13	12 24	0.000	0	330	N/C
1032	5091PA	DGCONNECT-PATCH MODULE	234	N/C N/C	8	11	14	1 13	12 24	0.000	0	239	N/C
1033	5091FB	DGCONNECT-LARGE FRAME	191	N/C N/C	6	9	8	1 13	12 24	0.000	0	195	N/C
1034	5091KCA	DGCONNECT-CBL 25 PAIR TELCO TO TELCO	100	N/C N/C	3	5	35	1 13	12 24	0.000	0	100	N/C
1035	5091MA	DGCONNECT-TELCO DISTRIBUTION BLOCK	93	N/C N/C	3	5	35	1 13	12 24	0.000	0	95	N/C
1036	5091TA	DGCONNECT-PATCH STRIP SUBSYS/IAC-16	882	N/C N/C	30	43	4	1 13	12 24	0.000	0	900	N/C
1037	5091KDA	DGCONNECT-PATCH CORDS W/O MODEM SPT	3	N/C N/C	1	1	18	1 13	12 24	0.000	0	3	N/C
LAST HARDWARE ITEM													
HARDWARE TOTALS			1,076,676	3,272 3,272	36,286	52,703		1 13	12 24				
TRADE-IN CREDITS			10,000	N/A	337	489							
NET HARDWARE TOTALS			1,066,676	ABOVE	35,949	52,214							

NOTE 1 - MONTHLY RENTAL IS DATA GENERAL'S LEASE WITH OPTION TO PURCHASE PLAN.

NOTE 2 - SPECIAL PLAN IS DATA GENERAL'S TWENTY-FOUR (24) MONTH LEASE TO OWNERSHIP PLAN.

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE
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DATA GENERAL CORPORATION
TABLE B-2 (A) - SOFTWARE UNIT PRICE SCHEDULE

1 CLIN	2A MODEL NUMBER	2B ITEM DESCRIPTION	3 UNIT PRICES OFFERED				4A QTY	4B MONTHS OF USAGE AFTER CAB	
			PURCHASE	MTNLY MAINT	MTNLY RENTAL	SPEC PLANS		FROM	UNTIL
2001	31585-H95H	AOS/VS II UPG LIC/MIG SERVICE CLS-H	B/C	B/A	B/C	B/C	1	1	26
2002	31585-P91H	AOS/VS II O/S UPG LIC CPU CLASS F	B/C	B/A	B/C	B/C	1	1	26
2003	31585-20H	AOS/VS II O/S SOFTWARE MEDIA DOC	1,120	B/A	38	55	1	1	26
2004	31808-69H	MCODE FOR HW/40 & 40HA 1 YEAR MSB	B/C	B/A	B/C	B/C	1	1	26
2005	31703-69H	HOST.YR B/C REL NOTE USER MANUAL	B/C	B/A	B/C	B/C	1	1	26
2006	30976-05H	PERIPHERAL MICROCODE 1 YEAR MSB	B/C	B/A	B/C	B/C	1	1	26
2007	3915-H10H	AOS/VS SORT/MERGE LIC - CPU CLS H	B/C	B/A	B/C	B/C	1	1	26
2008	30053-H10H	AOS/VS C LICENSE - CPU CLS H	B/C	B/A	B/C	B/C	1	1	26
2009	31641-H91H	AOS/VS XYS II UPGRADE LIC - CLS H	670	B/A	29	42	1	1	26
2010	31641-20H	AOS/VS XYS II COPY OF MEDIA & DOC	310	B/A	10	15	1	1	26
2011	30605-A10H	AOS/VS DG/GATE LIC - ALL CPU CLS	B/C	B/A	B/C	B/C	1	1	26
2012	3916-H10H	AOS/VS COBOL LIC - CPU CLASS H	B/C	B/A	B/C	B/C	1	1	26
2013	30718-H10H	AOS/VS PERF MONITOR PPG LIC - CLS H	2,542	B/A	86	120	1	1	26
2014	30718-20H	AOS/VS PERF MONITOR PPG SW MED DOC	695	B/A	23	34	1	1	26
2015	3910-H10H	AOS/VS IMPOS II LICENSE - CPU CLS H	B/C	B/A	B/C	B/C	1	1	26
2016	3901-H10H	AOS/VS FORTRAN 77 LIC - CPU CLS H	B/C	B/A	B/C	B/C	1	1	26
2017	3938-H10H	AOS/VS SWAT LICENSE ONLY - CPU CLS H	B/C	B/A	B/C	B/C	1	1	26
2018	31527-H10H	AOS/VS LOAD3/DUMP 3 LIC - CPU CLS H	1,987	B/A	67	97	1	1	26
2019	31527-20H	AOS/VS LOAD3/DUMP 3 SW MEDIA & DOC	200	B/A	7	10	1	1	26
2020	3092-H10H	AOS/VS DG/SPA LICENSE - CPU CLS H	2,902	B/A	98	142	1	1	26

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DATA GENERAL CORPORATION
TABLE B-2 (A) - SOFTWARE UNIT PRICE SCHEDULE

1 CLIN	2A MODEL NUMBER	2B ITEM DESCRIPTION	3 UNIT PRICES OFFERED				4B QTY	6B WINDS OF USAGE AFTER CAD	
			PURCHASE	ANNUAL MAINT	MONTHLY RENTAL	SPEC PLANS		FROM	UNTIL
2021	3992-49B	AOS/VS DG/SRA RIGHT TO COPY	99	N/A	3	5	1	1	24
2022	3993-H10B	AOS/VS DG/SDLC LICENSE - CPU CLS M	2,732	N/A	92	134	1	1	24
2023	3993-49B	AOS/VS DG/SDLC RIGHT TO COPY	33	N/A	1	2	1	1	24
2024	30203-H10B	AOS/VS SRA/RJE LICENSE - CPU CLS M	2,585	N/A	87	126	1	1	24
2025	30203-49B	AOS/VS SRA/RJE RIGHT TO COPY	33	N/A	1	2	1	1	24
2026	30997-H10B	AOS/VS TCP/IP LICENSE - CPU CLS M	2,855	N/A	96	140	1	1	24
2027	30997-20B	AOS/VS TCP/IP SOFTWARE MEDIA & DOC	385	N/A	13	19	1	1	24
2028	3991-H10B	AOS/VS MODIRC LICENSE - CPU CLS M	N/C	N/A	N/C	N/C	1	1	24
2029	30175-H10B	AOS/VS RIA LICENSE ONLY-CPU CLS M	N/C	N/A	N/C	N/C	1	1	24
2030	30175-20B	AOS/VS RIA SOFTWARE MEDIA & DOC	280	N/A	9	14	1	1	24
2031	31134-H10B	AOS/VS CLS ASSIGN & SCH PEG:1/CLS M	N/C	N/A	N/C	N/C	1	1	24
2032	31134-20B	AOS/VS CLS ASSIGN & SCH PEG SW & DOC	230	N/A	8	11	1	1	24
LAST SOFTWARE ITEM									
SOFTWARE TOTALS			19,858	N/A	668	972	1	1	24

NOTE 1 - MONTHLY RENTAL IS DATA GENERAL'S LEASE WITH OPTION TO PURCHASE PLAN.

NOTE 2 - SPECIAL PLAN IS DATA GENERAL'S TWENTY-FOUR (24) MONTH LEASE TO OWNERSHIP PLAN.

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE
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DATA GENERAL CORPORATION
TABLE B-3 - SUPPORT SERVICES UNIT PRICE SCHEDULE

1	2A	2B	3	4	5	6	
						MTHS OF USAGE AFTER CAD	
CLIN	MODEL NUMBER	ITEM DESCRIPTION	UNIT RATE	SPECIAL RATES	QTY	FROM	UNTIL
BASE YEAR							
3001	1068C	LEVEL II CONSULTING (HR)	99	N/A	1000	1	24
3002	OPPM	PER CALL RATE OUTSIDE PPM (HR)	120	N/A	20	1	24
3003	18500	DG TRAINING CREDIT (1 STUDENT-WEEK)	1,250	N/A	5	1	24
3004	I-SP-DOC	INSTALL/SITE PLAN/DOCUMENTATION SET	NSP	N/A	1	1	24
OPTION YEAR ONE							
3002	OPPM	PER CALL RATE OUTSIDE PPM (HR)	120	N/A	120	1	24
OPTION YEAR TWO							
3002	OPPM	PER CALL RATE OUTSIDE PPM (HR)	120	N/A	100	1	24
LAST SUPPORT SERVICES ITEM							
MANDATORY SUPPORT SERVICES TOTALS			134,050	N/A		1	24

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DATA GENERAL CORPORATION
TABLE B-3 - OPTIONAL SUPPORT SERVICES UNIT PRICE SCHEDULE

1	2A	2B	3	4	5	6	
CLIN	MODEL NUMBER	ITEM DESCRIPTION	UNIT RATE	SPECIAL RATES	QTY	MTHS OF USAGE AFTER CAD	
						FROM	UNTIL
OPTIONAL DOCUMENTATION/MANUALS							
3005	093-542	AOS/VS SYS CALL DICTIONARY VOLUME I	85	N/A	1	1	24
3006	093-543	AOS/VS SYS CALL DICTIONARY VOLUME II	85	N/A	1	1	24
3007	069-231	AOS/VS II GLOSSARY	40	N/A	1	1	24
3008	093-539	INSTALLING AOS/VS II	55	N/A	1	1	24
3009	093-540	AOS/VS II SYSTEM ERROR MESSAGES	30	N/A	1	1	24
3010	093-541	MANAGING AOS/VS II	85	N/A	1	1	24
3011	1867	INFOS II INTERNALS MANUAL	195	N/A	1	1	24
3012	1891	AOS/VS INTERNALS: CPU MGT-SCHEDULER	250	N/A	1	1	24
3013	010-1510	INSTALLATION DATA SHEET FOR MV/40000	50	N/A	1	1	24
3014	014-1514	STARTING THE MV/40000	65	N/A	1	1	24
3015	014-1343	STARTING THE MV/40000 (BINDER)	12	N/A	1	1	24
3016	014-1515	MV/40000 PRINCIPLES OF OPERATION	45	N/A	1	1	24
3017	014-1521	UNDERSTANDING/CONFIGURING THE MV/40	50	N/A	1	1	24
3018	014-1344	UNDERSTANDING/CONFIGURING (BINDER)	15	N/A	1	1	24
3019	014-1371	ECLIPSE MV/FAMILY PRINCIPLES OF OPS	75	N/A	1	1	24
3020	014-1372	ECLIPSE MV/FAMILY SYSTEM INSTRUCTION	75	N/A	1	1	24
3021	1876	PRINCIPLES OF OPERATIONS (BINDER)	30	N/A	1	1	24
3022	014-1519	CONFIGURING MV/40000 HA SYSTEMS	45	N/A	1	1	24

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DATA GENERAL CORPORATION
TABLE 2-3 - OPTIONAL SUPPORT SERVICES UNIT PRICE SCHEDULE

1	2A	2B	3	4	5	6	
CLIN	MODEL NUMBER	ITEM DESCRIPTION	UNIT RATE	SPECIAL RATES	QTY	MTHS OF USAGE AFTER CAD	
						FROM	UNTIL
OPTIONAL SOFTWARE SUPPORT							
3025	31585-H61H	AOS/VS II SPT + CPU CLS H (MO)	520	N/A	12	1	24
3026	3915-H61H	AOS/VS SORT/MERGE SPT + CLS H (MO)	60	N/A	12	1	24
3027	30053-H61H	AOS/VS C SPT + CPU CLS H (MO)	90	N/A	12	1	24
3028	31641-H61H	AOS/VS XTS II SPT + CLS H (MO)	60	N/A	12	1	24
3029	30605-A40H	AOS/VS DG/GATE SSS CLS H (ANNUAL)	330	N/A	1	1	24
3030	3916-H61H	AOS/VS COBOL SPT + CPU CLS H (MO)	90	N/A	12	1	24
3031	30718-H40H	AOS/VS PM/TUNING PKG SSS CLS H (ANL)	1,485	N/A	1	1	24
3032	3910-H61H	AOS/VS INFOS II SPT + CPU CLS H (MO)	85	N/A	12	1	24
3033	3901-H61H	AOS/VS FORTRAN 77 SPT + CLS H (MO)	90	N/A	12	1	24
3034	3938-H61H	AOS/VS SWAT SPT + CPU CLS H (MO)	60	N/A	12	1	24
3035	31527-H61H	AOS/VS LOAD3/DUMP3 SPT + CLS H (MO)	56	N/A	12	1	24
3036	3992-H61H	AOS/VS DG/SNA SPT + CPU CLS H (MO)	175	N/A	12	1	24
3037	3993-H61H	AOS/VS DG/SDLC SPT + CPU CLS H (MO)	60	N/A	12	1	24
3038	30203-H61H	AOS/VS SNA/RJE SPT + CPU CLS H (MO)	70	N/A	12	1	24
3039	30997-H61H	AOS/VS TCP/IP SPT + CPU CLS H (MO)	215	N/A	12	1	24
3040	3991-H61H	AOS/VS XODIAC SPT + CPU CLS H (MO)	210	N/A	12	1	24
3041	30175-42N	AOS/VS RIA DOCUMENT SSS FEE (ANNUAL)	200	N/A	1	1	24
3042	31134-42N	CLASS ASSIGN & SCHED SSS FEE (ANL)	110	N/A	1	1	24
LAST SUPPORT SERVICES ITEM							
OPTIONAL SUPPORT SERVICES TOTALS			25,504	N/A	1	1	24

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DATA GENERAL CORPORATION
TABLE B.1.3 COSTING QUESTIONNAIRE

QUESTIONNAIRE

- A. EFFECTIVE PERIODS. Are the offered prices effective for the entire "Systems Life"?

YES _____ NO ☒ If no, explain in remarks section.

B. DISCOUNTS

1. Does this offer include a plan for the Initial Purchase of equipment and/or supplies?

YES ☒ NO _____ If yes, explain any special discounts, escalations, etc., in the remarks section.

C. INITIAL PURCHASE

1. Does this offer include a plan for the Initial Purchase of equipment and/or supplies?

YES ☒ NO _____ If yes, explain any special discounts, escalations, etc., in the remarks section.

2. Are there any items that are available only as an outright purchase under other methods of acquisition?

YES ☒ NO _____ If yes, explain completely in the remarks section.

D. LEASE (Straight Lease DOES NOT result in Government Ownership)

1. Does this offer include a plan for the straight lease of equipment and/or supplies?

YES ☒ NO _____ If yes, complete questions 2. and 3. below.

2. Does the offered lease rates remain constant over the systems life?

YES ☒ NO _____ If no, complete the following, or if lease rates decrease over the system life, explain completely in the remarks section.

Rate of escalation _____ % Simple _____ Compounded _____
Systems Life Month or Calendar Date of 1st Escalation _____
Frequency of Escalation _____

3. Does the offered lease rates include the charge for Principal Period of Maintenance (PPM) support?

YES _____ NO ☒

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RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

E. LEASE WITH OPTION TO PURCHASE (LWOP). As required by "Special Provisions Applicable to Lease, LWOP, and LTOP Plans," an LWOP plan must give the Government the right to purchase at any time during the systems life. The LWOP plan must include the information necessary to calculate the Buy-Out price for all months of the systems life.

1. Does this offer include a LWOP plan?

YES X NO If yes, complete questions 2. through 9. below.

2. Does the lease rates in the LWOP plan include a charge for PPM support?

YES NO X

3. Does the maintenance charges accrue as purchase option credits?

YES NO X

4. Do the lease rates remain constant over the systems life?

YES X NO If no, complete the following, or if lease rates decrease over the systems life, explain completely in the Remarks Sections.

Rate of escalation % Simple Compounded
Systems Life Month or Calendar Date of 1st Escalation
Frequency of Escalation

5. Are the Purchase Option credits (POC's) calculated as a percent of the lease payment?

YES X NO If no, explain in the remarks section how POC's are calculated. If yes, complete the following:

LEASE WITH OPTION TO PURCHASE PLAN (LWOP)

% of lease accrued as POC's

Systems Life Months
Applicable

25%

MONTHS 1 - 5

27%

MONTHS 6 - 11

46%

MONTHS 12 - 18

53%

MONTHS 19 - 23

79%

MONTHS 24 - 30

69%

MONTHS 31 - 60

6. Are the POC's superseding or nonsuperseding?

Superseding X Nonsuperseding

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7. Are the POC's calculated against the list lease price before the application of any discount.

YES _____ NO X If no, explain in remarks section.

8. Is there a maximum amount of POC's which the Government may accrue?

YES X The maximum is 85% of the purchase price.

NO _____

OTHER _____ Explain in remarks section.

9. Is the buy-out price computed by reducing the listed purchase price by any discount and then deducting the accrued POC's?

YES _____ NO X If no, explain in remarks section.

F. LEASE TO OWNERSHIP PLAN (LTOP)

1. Does this offer include a LTOP plan?

YES X NO _____ If yes, complete questions 2. through 4. below.

2. Do the LTOP payments include the charge for PPM support?

YES _____ NO X

3. Do the LTOP payments remain constant over the systems life?

Yes X NO _____ If no, complete the following, or if LTOP payments decrease over the systems life, explain completely in the remarks section.

Rate of escalation _____ % Simple _____ Compounded _____
Systems Life Month or Calendar Date of 1st Escalation _____
Frequency of Escalation _____

4. What is the terms of the LTOP in months?

36 Months

G. MAINTENANCE

1. Principal Period of Maintenance (PPM). Are the PPM rates constant over the systems life?

YES _____ NO X If no, complete the following:

Rate of escalation 4% Simple _____ Compounded X
Systems Life Month or Calendar Date of 1st Escalation 37
Frequency of Escalation 12

Rate of escalation 5% Simple _____ Compounded X
Systems Life Month or Calendar Date of 2nd Escalation 49
Frequency of Escalation N/A

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2. Per-Cali Maintenance Outside PPM (MOPPM). Are the MOPPM rates constant over the systems life?

YES____NO_X__If no, complete the following:

Rate of escalation____4% Simple____Compounded_X____
Systems Life Month or Calendar Date of 1st Escalation__37__
Frequency of Escalation_12__

Rate of escalation____5% Simple____Compounded_X____
Systems Life Month or Calendar Date of 2nd Escalation__49__
Frequency of Escalation_N/A__

REMARKS SECTION

General Instructions: Show the number of each Pricing Questionnaire questions(s) for any information included below. Whenever a particular answer to a question calls for further explanation in this section, the explanation is required if the offer is to be evaluated correctly.

PRICING QUESTIONNAIRE QUESTION NUMBER

REMARKS

- A Offered Purchase Prices are good for the contract life of twenty-four (24) months. Monthly Rental and Special Plan Pricing is valid for thirty-six (36) contract months. Maintenance and Software support prices are being offered for the entire systems life. The Maintenance and Software support prices, as stated in Tables B-1 and B-3, are to be escalated 4% in contract month 37 and compound escalated 5% in contract month 49.
- B All discounts offered are reflected in Tables B-1, B-2, and B-3.
- C.1 All discounts offered are reflected in Tables B-1, B-2, and B-3.
- C.2 All items proposed in Tables B-3 (Support Services Unit Price Schedule) are for outright purchase only.
- E.7 POC's are calculated against the Net Lease prices, as reflected in Tables B-1 and B-2.
- E.9 The Buy-out price is computed by using the listed purchase price, as reflected in Tables B-1 and B-2, and then deducting the accrued POC's.

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RESTRICTIONS ON THE TITLE PAGE OF THIS PROPOSAL.

F. The LTOP (36 MONTH) plan has the following conversion privileges:

- a) Are the Purchase Option credits (POC's) calculated as a percent of the LTOP payment?

YES X NO _____ If no, explain in the remarks section how POC's are calculated. If yes, complete the following:

- b) LTOP conversion privileges are as follows:

LEASE TO OWNERSHIP PLAN (LTOP,
36 MONTH LTOP

% of LTOP accrued as POC's	Systems Life Months Applicable
35%	MONTHS 1 - 5
37%	MONTHS 6 - 11
56%	MONTHS 12 - 18
63%	MONTHS 19 - 23
69%	MONTHS 24 - 30
74%	MONTHS 31 - 35

- c) Are the POC's superseding or nonsuperseding?

Superseding X Nonsuperseding _____

Is there a maximum amount of POC's which the Government may accrue?

YES X The maximum is 85% of the purchase price.

NO _____

OTHER _____ Explain in remarks section.

F. Data General is also proposing a Twenty-Four (24) Month LTOP rate of .04893 as an acquisition option/alternative. Any hardware/software eligible under the Rental or Special Plans in Tables B-1 and B-2 can be procured under this LTOP plan. The LTOP (24 MONTH) plan has the following conversion privileges:

- a) Are the Purchase Option credits (POC's) calculated as a percent of the LTOP payment?

YES X NO _____ If no, explain in the remarks section how POC's are calculated. If yes, complete the following:

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE
RESTRICTIONS ON THE TITLE PAGE OF THIS PROPOSAL.

b) LTOP conversion privileges are as follows:

**LEASE TO OWNERSHIP PLAN (LTOP)
24 MONTH LTOP**

% of LTOP accrued as POC's	Systems Life Months Applicable
45%	MONTHS 1 - 5
57%	MONTHS 6 - 11
73%	MONTHS 12 - 18
80%	MONTHS 19 - 23

c) Are the POC's superseding or nonsuperseding?

Superseding X Nonsuperseding

Is there a maximum amount of POC's which the Government may accrue?

YES X The maximum is 85% of the purchase price.

NO

OTHER Explain in remarks section.

OTHER REMARKS:

- 1) Data General is proposing a twenty-four (24) contract month maintenance warranty as reflected in Tab E of Volume III of the Proposal.
- 2) Data General is offering the following Trade-In Credit(s) in return for the following NRC equipment:

PLAN	CREDIT	AVAILABLE
PURCHASE	\$10,000	ONE-TIME
LWOP	\$ 337	NTE 36 MONTHS
36MTH LTOP	\$ 355	NTE 36 MONTHS
24MTH LTOP	\$ 489	NTE 24 MONTHS

Government Furnished Equipment Proposed for Trade-In

Qty	Model	Description
1	E8780-B	MV10000 w/2MB Mem
3		8MB Add-On Memory
3	8765	2MB Add-On Memory
1	8749	Battery Back-Up
1	4371-A	TCB 8 Single w/Rack
2	4372-B	TCB 16 Dual w/Rack
1	4372-A	TCB 16 Single wo/Rack
1	6061	190MB Disk Drive Subsystem
4	6061	Add-on Drives

USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE
RESTRICTIONS ON THE TITLE PAGE OF THIS PROPOSAL.

- 3a) Data General is offering the Lease (LWOP) and Special Plan (36 Month LTOP) for the benefit of the Government. It is understood by both parties to this contract, that this is a Lease with Option to Purchase Plan and Lease to Ownership Plan with a lease term equal to 24 (LWOP)/36 (LTOP) months. In that regard, the Government as lessee contemplates fulfilling that agreement.
- 3b) The initial term of the Lease with Option to Purchase Plan and Lease to Ownership Plan is from the commencement date to the next following September 30. Successive renewal terms coinciding with the October 1 to September 30 fiscal year of the Government, are contemplated by the parties for Aggregate Contract Term of 24/36 months. The equipment/software to be procured under this contract has an expected life equal to or greater than the aggregate contract term selected by the Government.
- 4) For TABLES B-4 - SUMMARY LTOP/LWOP PRICE TABLES the purchase option credits and conversion prices were calculated in the following manner.

36 MONTH LTOP
CONVERT MTH 12

POC%	37%
MAX POC %	85%

HARDWARE

PURCH (ISV)	1,076,676
POC'S ACCRUED:	154,106
MAXIMUM POC'S	915,175
CONVERSION	922,570

SOFTWARE

PURCH (ISV)	19,858
POC'S ACCRUED:	2,873
MAXIMUM POC'S	16,879
CONVERSION	16,985

36 MONTH LTOP
CONVERT MTH 24

POC% 63%
MAX POC % 85%

HARDWARE

PURCH (ISV) 1,076,676
POC'S ACCRUED: 548,649
MAXIMUM POC'S 915,175
CONVERSION 528,027

SOFTWARE

PURCH (ISV) 19,858
POC'S ACCRUED: 10,230
MAXIMUM POC'S 16,879
CONVERSION 9,628

LWOP

CONVERT MTH 12

POC% 27%
MAX POC % 85%

HARDWARE

PURCH (ISV) 1,076,676
POC'S ACCRUED: 106,769
MAXIMUM POC'S 915,175
CONVERSION 969,907

SOFTWARE

PURCH (ISV) 19,858
POC'S ACCRUED: 1,984
MAXIMUM POC'S 16,879
CONVERSION 17,874

LWOP

CONVERT MTH 24

POC% 53%
MAX POC % 85%

HARDWARE

PURCH (ISV) 1,076,676
POC'S ACCRUED: 438,218
MAXIMUM POC'S 915,175
CONVERSION 638,458

SOFTWARE

PURCH (ISV) 19,858
POC'S ACCRUED: 8,143
MAXIMUM POC'S 16,879
CONVERSION 11,715

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 | 2

2. AMENDMENT/MODIFICATION NO.
One (1)

3. EFFECTIVE DATE
JUL 18 1990

4. REQUISITION/PURCHASE REQ. NO.
IRM-90-212

5. PROJECT NO. (If applicable)

6. ISSUED BY
U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Negotiation Branch No. 1; P-1020
Washington, DC 20555

7. ADMINISTERED BY (If other than item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TO ALL RFP RECIPIENTS

9A. AMENDMENT OF SOLICITATION NO.
RS-IRM-90-212

9B. DATED (SEE ITEM 11)
X June 18, 1990

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers 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 completing items 8 and 15, and returning _____ copies of the 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. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to provide the NRC's installation site dimensions as a follow-up to the Site Visit (see L.16) held July 11, 1990. See page 2 of 2 and the Attachment to this Amendment.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.

15A. NAME AND TITLE OF SIGNER (Type or print)
NORMAN DAVIS
Regional Director

15B. CONTRACTOR/OFFEROR
[Signature]

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Elois J. Wiggins, Chief, CNB1, DCPM, ADM

16B. UNITED STATES OF AMERICA
BY [Signature]

16C. DATE SIGNED
7/13/90

A. The following information is provided regarding NRC's installation site located at 7920 Norfolk Ave., Bethesda, MD:

1. A site layout diagram is provided as the ATTACHMENT. Each block represents approximately one square foot of floor space.
2. The door opening at the computer room entrance is approximately 35" w x 80" h if the door is taken off its hinges.
3. The apparent free available wall space is approximately 4' x 4' on the back wall. A larger space is apparently open on the front inside wall.
4. The "freight" elevator dimensions are approximately 41" w x 84" h x 23" d at the elevator entrance and 74" w x 93" h x 52" d inside the elevator. The elevator maximum capacity is 2,500 lbs. (Notice to Offerors: Please indicate the approximate weight of the cpu under TAB C of the technical proposal. See Section L.14)

B. Note to Offerors: The model E6624 4.8GB R'M's disk drive listed on page 14 in Section C of the solicitation is on order thru NRC's Purchasing Office and should be available by the time this contract is awarded.

END AMENDMENT TWO

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGE

1 2

2. AMENDMENT/MODIFICATION NO. Two (2)	3. EFFECTIVE DATE July 19, 1990	4. REQUISITION/PURCHASE REQ. NO. irm-90-212	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Negotiation Branch No. 1 Washington, D.C. 20555		7. ADMINISTERED BY (if other than item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TO ALL RFP RECIPIENTS

(f) 9A. AMENDMENT OF SOLICITATION NO. X RS-IRM-90-212
9B. DATED (SEE ITEM 11) June 18, 1990
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers 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 completing items 8 and 15, and returning 1 copies of the 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 a amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract object matter where feasible)

This Amendment converts one software package to a brand name or equivalent specification and provides the necessary salient characteristics and proposal instructions.
The due date and time is extended by reason of this Amendment.
See page 2 of 2 herein.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) NORM DAVIS REGIONAL DIRECTOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Mace Acting Chief, CNB1, DCPM, ADM
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>(Signature)</i>	16C. DATE SIGNED 7/19/90

A. The solicitation due date and time referenced in block 9 of Page 1, SOLICITATION, OFFER AND AWARD is extended as follows:

DELETE: July 19, 1990 at 3:30 p.m., local time
INSERT: July 24, 1990 at 3:30 p.m., local time

B. Reference Section C.4, page 14, Software List -

Model No. 30605-A10N AOS/VS DG GATE Lic Only - All CPU Class,
1 each;

This item is solicited on a brand name or equivalent basis with the following minimum salient characteristics:

1. Must communicate interactively with other Data General systems using low cost asynchronous modems or the appropriate direct connection;
2. Must allow access to remote non-Data General systems functioning as a simple teletype;
3. Must support binary file transfer between DG MV/40000 and remote Data General systems that have the asynchronous file transfer slave;
4. Must support text file transfer between DG MV/40000 and remote non-Data General systems;
5. Must support communications logging; and
6. Must support the "HAYES SMARTMODEM", which incorporates an auto call unit within the modem box.

C. Reference Section L.14, page 80, TAB B - SOFTWARE -

Add the following additional sentences: "The offeror shall provide a written explanation demonstrating how any "equivalent" software proposed will work with the other hardware and software specified herein, how the "equivalent" software meets the minimum salient characteristics listed in Section C, and provide a user documentation manual in support of the written demonstration. The written demonstration is subject to visual verification by the government."

END AMENDMENT TWO