

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
2. CONTRACT NO. NRC-33-94-326	3. EFFECTIVE DATE 3/15/94	4. REQUISITION/PROJECT NO. IRM-94-326			
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Branch 1 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin. Branch No. 2 Washington, D.C. 20555			
7. NAME AND ADDRESS OF CONTRACTOR Target Sales Inc. Target Distributing Company 11730 Parklawn Drive Rockville, Maryland 20852-2533 Principal Investigator/Technical Contact: Mr. John Adams Telephone No: (301) 696-1997		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		9. DISCOUNT FOR PROMPT PAYMENT N/A			
11. SHIP TO/MARK FOR CODE Refer to Article F.3	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM MNEB Mail Stop 11104 Washington, D.C. 20555				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [] 41 U.S.C. 253(c) []					
14. ACCOUNTING AND APPROPRIATION DATA Appn: 31X0200.410 B&R: 410-20-615-600 Job Code: E1039 BOC: 3131 AMOUNT OBLIGATED: \$76,180.00					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Schedule					
9404110158 940322 PDR CONTR NRC-33-94-326 PDR				15G. TOTAL AMOUNT OF CONTRACT	\$76,180.00

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

Prescribed by GSA

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Handwritten signature/initials

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

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 to 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) <i>Richard Warsaw Pres</i>	20A. NAME OF CONTRACTING OFFICER <i>Elois J. Wiggins</i>
19B. NAME OF CONTRACTOR <i>Target Resistance</i> by <i>Richard Warsaw</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>Elois J. Wiggins</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>3/16/94</i>	20C. DATE SIGNED <i>3/22/94</i>

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Telephone Instrument Purchase

[End of Clause]

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

(a) Brief description of work:

The Contractor shall provide single and double line telephone instruments to support the move of NRC employees from the Bethesda and Nicholson Lane Offices to the Two White Flint North location in Rockville, Maryland. In addition, some of the instruments purchased will be used as replacement units for damaged telephone units for employees at One White Flint North and/or Two White Flint North.

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

[End of Clause]

B.3 SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLIES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Single Line Telephone	1,200	Ea.	\$43.15	\$51,780.00
Double Line Telephone	400	Ea.	\$61.00	\$24,400.00
TOTAL ESTIMATED COST:				\$76,180.00

B.3 (Continued)

This is a requirements contract. The above quantities are for estimating purposes only. See Article F.2 for delivery schedule.

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(JUN 1988)**

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$76,180.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$76,180.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) will be consolidating its employees currently located in the Bethesda and Nicholson Lane Offices to the Two White Flint North location (Rockville, Maryland) beginning in April 1994. In order to allow for communications between the staff, public, and its licensees, single and/or double line telephone instruments will be required.

C.2 STATEMENT OF WORK

The Contractor shall furnish on a delivery order basis single and/or double line telephone instruments in accordance with the specifications reflected in Article C.3.1. and/or C.3.2 at the unit prices reflected in Article B.3.1.

C.3 MINIMUM SPECIFICATIONS**C.3.1. SINGLE LINE TELEPHONE INSTRUMENT**

Power: Line Powered. No battery or external power source required.

Weight: No more than three (3) pounds.

Handset Cord Length: At least ten (10) feet.

Speed Dialing: At least a twenty (20) number programmable memory, each capable of storing at least 15 digits.

Message Waiting: A built-in message waiting lamp.

Color: Black.

Data: Built-in data port with the ability to transmit and/or receive data or voice via the single line.

Mounting: Desktop use or Wall Mountable.

Speaker: No speaker capability required.

Hold: "Hold" button which will hold the line with blinking LED indicator of "hold" condition for the line.

Flash: "Flash" function controlled by a button.

Pause: "Pause" function controlled by a button.

C.3 (Continued)

Last Number Redial: "Redial" function for at least thirty-two (32) digits which is controlled by a button.

Signaling: Tone or Pulse capability.

Footprint: No greater than 7x10 inches.

FCC Registration: FCC Registered.

EIA Standard: Must meet RS-470 specification.

C.3.2. DOUBLE LINE TELEPHONE

Power: Line powered. No battery or external power source required. External augmentation of the "speaker" is allowable.

Weight: No more than three (3) pounds.

Handset Cord Length: At least ten (10) feet.

Line Cord Length: At least seven (7) feet.

Speed Dialing: At least a ten (10) telephone number programmable memory with each capable of storing at least fifteen (15) digits.

Message Waiting: A built-in message waiting lamp.

Color: Black.

Data: Built-in RJ11 data port with the ability to simultaneously transmit or receive data on one line while conducting a voice conversation on the other line.

Mounting: Desktop use or Wall Mountable.

Speaker: Speaker capability with "on/off" control.

Hold: "Hold" button which will hold either line and LED indicator of "hold" condition for each line.

Flash: "Flash" function controlled by a button.

Line-in-Use Indicator: One for each line.

Pause: "Pause" function controlled by a button.

Last Number Redial: "Redial" function with at least thirty-two

C.3 (Continued)

(32) digits controlled by a button.

Signaling: Tone or Pulse capability.

Conference: Capable of conferencing two called parties.

Footprint: No greater than 7x10 inches.

FCC Registration: FCC Registered.

EIA Standard: Must meet RS-470 specification.

C.4 WARRANTY

The Contractor shall provide a warranty for each telephone instrument delivered to the NRC under this contract for a period of twelve (12) months after delivery. The telephone instrument(s) shall be replaced at the Contractor's expense if the NRC determines the instrument(s) to be defective upon installation which will be provided by the Government or if the instrument(s) fails to operate during the twelve (12) month period following delivery. Defective telephone instruments will be returned to the Contractor by the Government via mail and shall be replaced by the Contractor via mail at no additional cost or obligation to the Government for a like new or refurbished telephone instrument.

[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 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 3 (MAR 1987)

Although the Government contemplates use of the system(s) (hardware and software) for the system's life of 5 years from date of installation, the term of this contract is from March 15, 1994 through March 14, 1995.

[End of Clause]

F.2 DELIVERY SCHEDULE

The Contractor shall provide the following items in the quantities indicated below at the unit price reflected in Section B of this contract:

Item	Quantity	Due Date
Single Line Telephone	600 each	To be delivered within 15 days of contract award.
Single Line Telephone	600 each	To be delivered within 30 days of contract award.
Double Line Telephone	200 each	To be delivered within 15 days of contract award.
Double Line Telephone	200 each	To be delivered within 30 days of contract award.

Any additional quantities to be placed by the Government shall be made in accordance with Article I.4, FAR Clause 52.216-21 - Requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

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

- (a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: Wanda L. Wood

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

Telephone Number: (301) 492-4014

- (b) The project officer shall:

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

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

[End of Clause]

G.2 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

George Lopez

G.2 (Continued)

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.2 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1988)

- (a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25 percent. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation within 30 days of such acceptance. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:
- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order

H.2 (Continued)

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]

H.3 FIPS PUBS AND STANDARDS COMPLIANCE (MAR 1987)

In no case shall the Contractor or any subcontractor take any action or use any replacement parts that would result in equipment that is not in compliance with applicable FIPS PUBS and Standards (See Section J for List of Attachments) without written approval of the Contracting Officer.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-26	INTEGRITY OF UNIT PRICES	APR 1991
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN	MAY 1992

I.1 (Continued)

NUMBER	TITLE	DATE
	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAY. "T"	APR 1989
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-23	LIMITATION OF LIABILITY	APR 1984
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 15, 1994 through March 14, 1995.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.
- (d) Unless otherwise specified in the delivery order, all orders shall be returned to the Government within 15 days of receipt of the order.

I.2 (Continued)

[End of Clause]

I.3 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200 telephone instruments, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of 600 telephone instruments;
 - (2) Any order for a combination of items in excess of 800 telephone instruments; or
 - (3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.4 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE I
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the

I.4 (Continued)

Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 14, 1995.

[End of Clause]

I.5 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under the specific agency delegation of GSA's exclusive procurement authority for FIP resources granted to the U.S. Nuclear Regulatory Commission on November 10, 1993.

I.6 201-39.5202-6 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions

J.2 FEDERAL ADP AND TELECOMMUNICATIONS STANDARDS CHECKLIST (APR 1993)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... ✓	FIPS 1-2, Code for Information Interchange, Its Representations, Subsets, and Extensions
..... ✓	FIPS 2-1, Perforated Tape Code for Information Interchange
..... ✓	FIPS 4-1, Calendar Date
..... ✓	FIPS 5-2, Codes for the Identification of the States, District of Columbia, and the Outlying Areas of the United States, and Associated Areas
..... ✓	FIPS 6-4, Counties and County Equivalents of the States of the United States and District of Columbia
..... ✓	FIPS 8-5, Standard Metropolitan Statistical Areas
..... ✓	FIPS 9-1, Congressional Districts of the United States
..... ✓	FIPS 10-3, Countries, Dependencies and areas of Special Sovereignty
..... ✓	FIPS 13, Rectangular Holes in Twelve-row Punched Cards
..... ✓	FIPS 14-1, Hollerith Punched Card Code
..... ✓	FIPS 16-1, Bit Sequencing of the Code for Information Interchange in Serial-by-Bit Data Transmission

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... ✓	FIPS 17-1, Character Structure and Character Parity Sense for Serial-by-Bit Data Communication in the Code for Information Interchange
..... ✓	FIPS 21-3, COBOL
..... ✓	FIPS 22-1, Synchronous Signaling Rates Between Data Terminal and Data Communication Equipment
..... ✓	FIPS 26, One-Inch Wide Perforated Paper Tape for Information Interchange
..... ✓	FIPS 27, Take-up Reels for One-Inch Perforated Tape for Information Interchange
..... ✓	FIPS 30, Software Summary for Describing Computer Programs and Automated Data Systems
..... ✓	FIPS 32-1, Optical Character Recognition Character Sets
..... ✓	FIPS 33-1, Character Set for Handprinting
..... ✓	FIPS 46-1, Data Encryption Standard (DES)
..... ✓	FIPS 53, Transmittal Form for Describing Computer Magnetic Tape File Properties
..... ✓	FIPS 54-1, Computer Output Microform (COM) Formats and Reduction Ratios, 16 mm and 105 mm
..... ✓	FIPS 58-1, Representations of Local Time of the Day for Information Interchange
..... ✓	FIPS 59, Representations of Universal Time, Local Time Differentials and United States Time Zone References for Information Interchange
..... ✓	FIPS 66, Standard Industrial Classification (SIC) Codes
..... ✓	FIPS 68-2, BASIC
..... ✓	FIPS 69-1, FORTRAN
..... ✓	FIPS 70-1, Representation of Geographic Point Locations for Information Interchange

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
.....	..✓..	FIPS 71, Advanced Data Communications Control Procedures (ADCCP)
.....	FIPS 81, Data Encryption Standard (DES) Modes of Operation
.....	✓	FIPS 84, Microfilm Readers
.....	✓	FIPS 85, Optical Character Recognition (OCR) Inks
.....	✓	FIPS 86, Additional Controls For Use With American National Standard Code for Information Interchange
.....	✓	FIPS 89, Federal Standard for Optical Character Recognition (OCR) Character Positioning
.....	✓	FIPS 95, Code for the Identification of Federal and Federally-Assisted Organizations
.....	✓	FIPS 100-1, Interface between Data Terminal Equipment (DTE) and Data Circuit-Terminating Equipment (DCE) for Operation with Packet-Switched Data Communication Networks (PSDN) or Between Two DTEs by Dedicated Circuits
.....	✓	FIPS 103, Codes for the Identification of Hydrologic Units in the United States and the Caribbean Outlying Areas
.....	✓	FIPS 104-1, ANS Codes for the Representation of Names of Countries, Dependencies, and Areas of Special Sovereignty for Information Interchange
.....	✓	FIPS 107, Local Area Networks: Baseband Carrier Sense Multiple Access with Collision Detection Access Method and Physical Layer Specifications and Link Layer Protocol
.....	✓	FIPS 108, Alphanumeric Computer Output Microform Quality Test Slide
.....	✓	FIPS 109, PASCAL
.....	✓	FIPS 112, Password Usage

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... /	FIPS 113, Computer Data Authentication
..... /	FIPS 119, Ada
..... /	FIPS 120-1, Graphical Kernel System (GKS)
..... /	FIPS 121, Videotex/Teletext Presentation Level Protocol Syntax (North America PLPS)
..... /	FIPS 123, Specification for a Data Descriptive File for Information Interchange (DDF)
..... /	FIPS 125, MUMPS Programming Language
..... /	FIPS 126, Database Language NDL
..... /	FIPS 127-1, Database Language SQL
..... /	FIPS 128-1, Computer Graphics Metafile (CGM)
..... /	FIPS 129, Optical Character Recognition (OCR) Dot Matrix character sets for OCR-MA
..... /	FIPS 137, Analog to Digital Conversion of Voice by 2400 Bits/Second Linear Predictive Coding
..... /	FIPS 138, Electrical Characteristics of Balanced Voltage Digital Interface Circuits
..... /	FIPS 139, Interoperability and Security Requirements for Use of the Data Encryption Standard in the Physical Layer of Data Communications
..... /	FIPS 140, General Security Requirements for Equipment Using the Data Encryption Standard
..... /	FIPS 141, Interoperability and Security Requirements for Use of the Data Encryption Standard with CCITT Group 3 Facsimile Equipment

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... ✓	FIPS 142, Electrical Characteristics of Unbalanced Voltage Digital Interface Circuits
..... ✓	FIPS 143, General Purpose 37-Position and 9-Position Interface Between Data Terminal Equipment and Data Circuit-Terminating Equipment
..... ✓	FIPS 144, Data Communications Systems and Service-user Oriented Performance Parameters
..... ✓	FIPS 146-1, GOSIP: Government Open System Interconnection Profile
..... ✓	FIPS 147, Group 3 Facsimile Apparatus of Document Transmission
..... ✓	FIPS 148, Procedures for Document Facsimile Transmission
..... ✓	FIPS 149, General Aspects of Group 4 Facsimile Apparatus
..... ✓	FIPS 150, Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus
..... ✓	FIPS 151-1, Portable Operating Systems Interface for Computer Environments (POSIX)
..... ✓	FIPS 152, Standard Generalized Markup Language (SGML)
..... ✓	FIPS 153, Programmer's Hierarchical Interactive Graphics System (PHIGS)
..... ✓	FIPS 154, High Speed 25-position for Data Terminal Equipment and Data Circuit-terminating Equipment
..... ✓	FIPS 155, Data Communication Systems and Services User-oriented Performance Measurement Methods
..... ✓	FIPS 156, Information Resource Dictionary System (IRDS)

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... ✓	FIPS 159, Detail Specifications for 62.5 uM Core Diameter/125 uM Cladding Diameter Class Ia Multimode, Graded-Index Optical Waveguide Fibers
..... ✓	FIPS 160, C
..... ✓	FIPS 161, Electronic Data Interchange (EDI)
..... ✓	FIPS 162, 1,200 bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 163, 2,400 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 164, 2,400 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 165, 4,800 and 9,600 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 166, 4,800 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 167, 9,6000 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 168, 12,000 and 14,400 Bits per Second Four-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..... ✓	FIPS 169, Error Correction in Modems Employing Asynchronous-To-Synchronous Conversion
..... ✓	FIPS 170, Data Compression in Modems Employing CCITT Recommendation V.42 Error Correction
..... ✓	FIPS 171, Key Management Using ANSI X9.17

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
..... ✓	FIPS 172, VHSIC Hardware Description Language (VHDL)
..... ✓	FIPS 174, Federal Building Telecommunications Wiring Standard
..... ✓	FIPS 175, Federal Building Standard for Telecommunications Pathways and Spaces
..... ✓	FIPS 176, Residential and Light Commercial Telecommunications Wiring Standard
..... ✓	FIPS 177, Initial Graphical Exchange Standard (IGES)
..... ✓	FIPS 178, Video Teleconferencing Services at 56 to 1,920 KBPS
..... ✓	FIPS 179, Government Network Management Profile (GNMP)

FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STD)

.....	..... ✓	.....	FED-STD 1002A, Telecommunications: Time and Frequency Reference Information in Telecommunication Systems
.....	..... ✓	.....	FED-STD 1016, Telecommunications: Analog to Digital Conversion of Radio Voice by 4,800 Bit/Second Code Excited Linear Prediction (CELP)
.....	..... ✓	.....	FED-STD 1023, Telecommunications: Interoperability Requirements for Encrypted Digitized Voice Utilized with 25 KHz Channel FM Radios Operating Above 30 MHz
.....	..... ✓	.....	FED-STD 1035A, Telecommunications: Coding Modulations and Transmission Requirements for Single Channel Medium and High Frequency Radio Telegraph System. Used In Government Maritime Mobile Telecommunications
.....	..... ✓	.....	FED-STD 1037B, Telecommunications: Glossary of Telecommunications Terms

12/17/91

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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

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

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

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

US Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, DC 20555

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

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

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

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

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

1. Contract number
2. Sequential voucher/invoice number
3. Date of voucher/invoice
4. Project Officer's name and mail stop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attached prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.