

AWARD/CONTRACT

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

2. CONTRACT NO. NRC-33-94-193 *050794100025
 3. EFFECTIVE DATE 1/24/94
 4. REQUISITION/PROJECT NO. IRM-94-193

5. ISSUED BY Code: U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgmt.
 Contract Negotiation Br. No. 1; P-1020
 Washington, DC 20555
 6. ADMINISTERED BY Code: U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgmt.
 Contract Administration Br. No. 2; P-920
 Washington, DC 20555
 (If other than Item 5)

7. NAME AND ADDRESS OF CONTRACTOR
 U.S. Small Business Administration
 500 W. Madison Street, Suite 1250
 Chicago, Illinois 60661-2511
 SPECIAL Contract: Edge Systems, Inc.
 1245 Corporate Boulevard
 Fourth Floor
 Aurora, Illinois 60504

8. DELIVERY
 FOB ORIGIN
 OTHER See below

9. DISCOUNT FOR PROMPT PAYMENT
 N/A

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

11. SHIP TO/MARK FOR CODE See Section F.2
 12. PAYMENT WILL BE MADE BY CODE
 U.S. Nuclear Regulatory Commission
 Div. of Accounting & Finance
 GOV/COM Accounting Section
 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) [5]

14. ACCOUNTING AND APPROPRIATION DATA
 B & R 410-20-615-600 \$191,364.58 FIN 28155-3
 APPN No. 31X0200.410 BOC 3130

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

9404110169 940207
 PDR CONTR
 NRC-33-94-193 PDR

15G. TOTAL AMOUNT OF CONTRACT \$191,364.58

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

"A copy of the acceptance document and a copy of the final payment document will be provided to SBA."

070000

DF02/1

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 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 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)	20A. NAME OF CONTRACTING OFFICER
<i>* See Attached Signature Page</i>	Elois J. Wiggins
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>Elois J. Wiggins</i> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED <i>1/14/94</i>

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

Tripartite Signature Page Attached

PRIME CONTRACT NO. NRC-33-94-193
SUBCONTRACT NO. SBA 050794100025

TRIPARTITE AGREEMENT

SIGNATURE PAGE

OFFEROR:

Edge Systems Inc.
1245 Corporate Blvd., Fourth Floor
Aurora, IL 60504

By: *Sam B. Bishop*

1/26/94

Date

Name & Title: Sam B. Bishop - President

* PRIME CONTRACTOR: 050794100025

US. Small Business Administration
500 West Madison, Suite 1250
Chicago, IL 60661

By: *Joyce C. Davis*

2/7/94

Date

Name & Title: Joyce C. Davis - Contracting Officer

Agency Acquisition Office:

U.s. Nuclear Regulatory Commission
Division of Contracts and Property Mgmt.
Contract Negotiation Br. No. 1; P-1020
Washing on, DC 20555

By: *Elois J. Wiggins*

1/14/94

Date

Name & Title: Elois J. Wiggins - Contracting Officer

FAR 52-219-17 Section 8(a) Award (Feb 1990)

The following additional clauses are incorporated herein and made a part hereof:

(i) **Edge Systems, Inc.** will not subcontract the performance of any of the requirements of the subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U. S. Nuclear Regulatory Commission.

(ii) **Edge Systems, Inc.** awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said contract.

THIS SUBCONTRACT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL THE CONTEMPLATED PRIME CONTRACT BETWEEN SBA AND THE OTHER AGENCY IS EXECUTED. (SOP 80-05).

" A copy of the acceptance document and a copy of the final payment document will be provided to SBA."

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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:

PURCHASE OF DATA GENERAL COMPATIBLE PERIPHERAL
EQUIPMENT

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall furnish all necessary hardware needed to increase the disk and tape drive capacity of the NRC owned MV/40000 MOD 4 minicomputer.

[End of Clause]

B.3 SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL PRICE
1.	Disk Array Subsystem	1	\$133,552.98	\$133,552.98
2.	Tape Array	2	\$ 28,905.80	\$ 57,811.60
	TOTAL			\$191,364.58

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)

The firm fixed price of this contract is \$191,364.58.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The contractor shall furnish all necessary hardware needed to increase the disk and tape drive capacity of the NRC owned MV40000 MOD 4 minicomputer. The proposed hardware shall include installation of the acquired equipment, all necessary internal and external cables, cabinets, and documentation. The tape and disk drives shall be configured to provide the government with the maximum performance of the proposed hardware.

C.2 EQUIPMENT SPECIFICATIONS

The contractor shall provide NRC with the following brand name or equivalent hardware. The proposed hardware shall include all internal and external cables, cabinets, peripheral microcode and any additional equipment required to provide needed functionality. All hardware shall be fully compatible with NRC's Data General MV/40000 MOD 4 running AOS/VS II. All hardware shall be at the latest revision level as specified by the Original Equipment Manufacturer (OEM).

C.2.1 DISK SUBSYSTEM

The disk subsystem shall provide the following functionality as a minimum:

- a) 16 GB (user available) CLARiON Disk array subsystem or equivalent with MRC SCSI-2 controller;
- b) Upgrade of eclipse controllers to MRC SCSI-2 controllers;
- c) RAID technology with the ability to support multilevel 0,1,5 and independent drive operations concurrently, as well as simultaneous support for multi-RAID configurations;
- d) Continuous system operation, without loss of data during a single drive or bus failure (RAID 5);
- e) Data parity which automatically reconstructs the failed disk's data once the drive is replaced;
- f) Redundant controllers, power supplies, and fans;
- g) Repair under power of disks and controllers;

- h) An average of a minimum 250 I/O operations per second with an average seek time of less than 20ms;
- i) 1.0 or 1.2 GB hardware formatted drives;
- j) Disk Drives as well as replacement drives must be per-hardware formatted.

C.2.2 TAPE SUBSYSTEM

C.2.2.1 TAPE ARRAYS

The contractor shall provide two (2) CLARiiON Tape Arrays or an equivalent, each with seven drives including an MRC SCSI-2 controller. The tape system shall provide the following functionality as a minimum:

- a) Data striping which generates simultaneous I/O's to all drives which will provide up to 3.5GB/hour transfer rate with seven drives;
- b) Backup and restore operations to continue in the event of a single drive or cartridge failure;
- c) Use of industry standard compression techniques to increase transfer rates;
- d) Use of 4mm DAT tape using ANSI Digital Data Storage format with the ability to use 60m or 90m tapes;
- e) Provide maximum data integrity;

C.2.3 INSTALLATION REQUIREMENTS

- a) The contractor shall fully install all hardware to be provided under this contract. The installation shall be performed after normal NRC business hours (7:30 a.m. - 4:15 p.m.).
- b) The contractor shall provide a site preparation guide to include all necessary power, environmental, space and telecommunications requirements.

C.2.4 USER DOCUMENTATION

The contractor shall provide all necessary user manuals and documentation for hardware and software provided under this contract.

C.2.5 WARRANTY

a. The contractor shall provide a minimum 90 day parts and labor warranty for all hardware. This warranty shall include on-site remedial and preventive maintenance 24 hours a day, 7 days a week. The response time for remedial maintenance shall be four hours from the time of initial contact by the NRC Project Officer.

b. The contractor shall provide a minimum of one year OEM microcode support service. This service shall include updates, bug fixes, media, and documentation.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

[End of Clause]

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

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

[End of Clause]

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADP EQUIPMENT (JUN 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 15 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 99 percent or more.
- (c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 15

E.3 (Continued)

consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 15 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,

E.3 (Continued)

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 time in computing the effectiveness level.
- (l) 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 48 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 48 hours. Machines added, field modified and substitute machines are subject to the 48 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 48 hours use time, provided the average effectiveness for the 15 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 5 consecutive days; therefore, the

E.3 (Continued)

performance period must start not later than the 5 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]

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)
ALTERNATE 1 (MAR 1987)

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

U.S. Nuclear Regulatory Commission
Contract Number: NRC-33-94-193
Two White Flint North
11555 Rockville Pike, 5th Floor
Rockville, Maryland 20852

[End of Clause]

F.3 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 3 years from date of installation, the term of this contract is from 1/24/94 through 1/23/95.

[End of Clause]

F.4 DELIVERY SCHEDULE

ITEM	DESCRIPTION	DELIVERY DATE
1.	Disk Array Subsystem	March 1, 1994
2.	Tape Array (2)	March 1, 1994

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: Judy Seeherman

Address: U.S. Nuclear Regulatory Commission
Office of Information Resources Management
7920 Norfolk Avenue, Room 602
Bethesda, Maryland 20814

Telephone Number: (301) 492-9687

- (b) The project officer shall:
- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

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

[End of Clause]

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

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

[End of Clause]

H.3 RISK OF LOSS OR DAMAGE--PURCHASE (MAR 1987)

- (a) The Government is relieved of all risks of loss or damage to the equipment, up to and including the day prior to the first day of a successful performance period, except for:
- (1) Loss or damage caused by nuclear reaction, nuclear radiation, radioactive contamination, war, insurrection, civil strife, rebellion, weapons of war; or
 - (2) Negligence on the part of the Government or its agents, provided, however, that the Government shall be relieved of the liability for such risks of loss or damage due to negligence if any commercial customer of the Contractor is relieved of such liability under like circumstances.

H.3 (Continued)

(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.4 USE OF HARDWARE OR SOFTWARE MONITORS (MAR 1987)

The Contractor shall permit inclusion or attachment of such devices as the Government may choose to employ for the purpose of examining or measuring the activity within the computer system. Devices such as hardware monitors, which may require physical connection to the computer system, and devices such as software monitors, which may require portions of the computer system's control software to be displaced, are specifically included in this category. The Contractor may not prohibit the installation of any such devices unless the particular device will cause significant or permanent damage to the computer system. The Contractor shall assist the Government in identifying and locating device connections, when requested by the Government, if the Contractor provides such service to other customers. Cost for this service, if any, is stated elsewhere in this contract.

[End of Clause]

H.5 REPLACEMENT PART AVAILABILITY (ADPE) (MAR 1987)

The Contractor guarantees that replacement parts for each piece of equipment in this contract will be available for the system's (item's) life of 3 years. The Contractor shall notify the Government 120 days 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.6 ENGINEERING CHANGES (ADP REQUIREMENTS) (JUN 1980)

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

H.6 (Continued)

clause of this contract.

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

[End of Clause]

H.7 GLOSSARY OF ADP TERMS (JUN 1988)

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

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

H.7 (Continued)

- (d) Installation Date. The date by which the Contractor must have the ordered equipment ready for use by the Government.
- (e) Machine. An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, additional memory module, a tape unit, a card reader, etc.
- (f) Mechanical Replacement. The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.
- (g) Operating Software. Those routines that interface directly with hardware (including peripheral devices), the computer operations, applications and utility programs.
- (h) Operational Use Time. The time during which equipment is in actual operation, exclusive of idle time, standby time, or maintenance time due to machine failure; not synonymous with "power-off" time.
- (i) Preventive Maintenance. That maintenance performed by the Contractor which is designed to keep the equipment in proper operating condition. It is performed on a scheduled basis.
- (j) Principal Period of Maintenance. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of ____*____ and ____*____, 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

H.7 (Continued)

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.8 SITE PREPARATION PROVISIONS (JUN 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.9 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
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.210-5	NEW MATERIAL	APR 1984
52.210-7	USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	APR 1984
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-26	INTEGRITY OF UNIT PRICES Alternate I (APR 1991)	APR 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.217-1	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS	APR 1984
52.217-2	CANCELLATION OF ITEMS Alternate I (APR 1984)	APR 1984
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
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
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
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-17	BUY AMERICAN ACT - SUPPLIES UNDER EUROPEAN COMMUNITY AGREEMENT	MAY 1993
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	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
52.248-1	VALUE ENGINEERING Alternate II (APR 1984)	MAR 1989
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

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

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

I.2 (Continued)

(d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

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

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

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

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

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

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

I.2 (Continued)

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

[End of Clause]

I.3 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

[End of Clause]

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 180 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

[End of Clause]

I.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

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

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates

I.5 (Continued)

to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.6 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-94-193 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The Edge Systems Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-33-94-193 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.

I.6 (Continued)

- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.
 - (4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

[End of Clause]

I.7 52.219-17 SECTION 8(A) AWARD (FEB 1990)

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

I.7 (Continued)

- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

I.8 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS
ACT--BALANCE OF PAYMENTS PROGRAM (APR 1991)

- (a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as designated country end products or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end

I.8 (Continued)

products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

- (b) The Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Unless otherwise specified, the Act applies to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act--Trade Agreements Act--Balance of Payments Program Certificate." An offer certifying that a designated country end product or a Caribbean Basin country end product will be supplied requires the Contractor to supply a designated country end product or a Caribbean Basin country end product

I.8 (Continued)

or, at the Contractor's option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated country end product or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1979 (see FAR 25.402(c)).

- (c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

[End of Clause]

I.9 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under the regulatory blanket delegation of GSA's exclusive procurement authority for FIP resources.

I.10 201-39.5202-6 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.

I.11 TRADE AGREEMENTS ACT (MAY 1991)

- (a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth,

I.11 (Continued)

product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from

I.11 (Continued)

another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such waiver is granted may a nondesignated country end product be delivered under this contract(s).
- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]

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
.....	*** see below	.....	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

*** The Government has determined that none of the Standards apply to this contract.

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 Systems 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.

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.