

AWARD/CONTRACT

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

2. CONTRACT NO. NRC-33-94-187	3. EFFECTIVE DATE 11/15/93	4. REQUISITION PROJECT NO. NOV IRM-94-187 33
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5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Division of Contracts & Property Mgmt. Contract Negotiation Br. 1, MS P-1020 Washington, D.C. 20555	6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt Contract Administration Br. 2 Mail Stop P-902 Washington, D.C. 20555
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7. NAME AND ADDRESS OF CONTRACTOR Prime: U.S. Small Business Admin. 1110 Vermont Avenue; Wash., D.C. 20005 Sub: Global Management Systems, Inc. 4915 St. Elmo Avenue, Ste 206 Bethesda, MD 20814 Tech. Contact: Donald Casson Telephone No. 301-907-9560	8. DELIVERY [] FOB ORIGIN [X] 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 U.S. Nuclear Regulatory Commission Attn: T. Baldesi IRM/DCTS, MS P-612 Washington, D.C. 20555	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, D.C. 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c) [5]

14. ACCOUNTING AND APPROPRIATION DATA
410-20-615-600 D1862 BOC 2542 31X0200 \$435,225.33

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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The U.S. Nuclear Regulatory Commission hereby accepts GMSI's technical proposal dtd 9/7/93 and revised 10/1/93 which is incorporated herein by this reference and made a part of this contract to perform the work in accordance with Solicitation No. RS-IRM-93-185 which is incorporated herein and made a part of this contract. This firm fixed price and cost plus fixed fee type contract is completed as follows:

15G. ESTIMATED TOTAL AMOUNT OF CONTRACT (exclusive of options) \$435,225.33

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

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PDR CONTR
NRC-33-94-187 PDR

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AWARD/CONTRACT

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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 GLOBAL MANAGEMENT SYSTEMS, INC. HILTON H. AUGUSTINE, JR., PRESIDENT	20A. NAME OF CONTRACTING OFFICER SP4 [Signature] CONTRACTING OFFICER
19B. NAME OF CONTRACTOR by [Signature] (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by [Signature] (Signature of Contracting Officer)
19C. DATE SIGNED NOV 24 1993	20C. DATE SIGNED NOV 24 1993

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

AWARD/CONTRACT

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19A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTING OFFICER	20A. NAME OF CONTRACTING OFFICER ELOIS J. WIGGINS
19B. NAME OF CONTRACTOR by <u>Richard L. [Signature]</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>Elois J. Wiggins [Signature]</u> (Signature of Contracting Officer)
19C. DATE SIGNED NOV 24 1993	20C. DATE SIGNED 11/2/93

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

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0353-94-2-00067

5. ISSUED BY Code:

U.S. Small Business Administration
1110 Vermont Avenue
Washington, D.C. 20005

6. ADMINISTERED BY Code:
(If other than Item 5)
U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt
Contract Administration Br. 2
Mail Stop P-902
Washington, D.C. 20555

7. NAME AND ADDRESS OF CONTRACTOR

Global Management Systems, Inc.
4915 St. Elmo Avenue, Ste 206
Bethesda, MD 20814

Principal Investigator/Technical
Contact: Don Casson
Telephone No: 301-907-9560

8. DELIVERY
[] FOB ORIGIN
[X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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Technical Support Services (See Prime Contract). See Section I of Prime Contract/Award contract document for special 8(a) Subcontract clauses.

15G. EST. TOTAL AMOUNT OF CONTRACT (excluding options) \$435,225.33

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

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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:

Cable Plant Management System/Computer Aided Design
Hardware/Software and Optional Tasks

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The primary purpose of this contract is to provide a Cable Plant Management capability. The title "Cable Plant Management" has become an industry name for systems which integrate graphical and database capabilities with a relational database management system and link to other (third party) applications. The applications share the same database and do jobs such as workorder/trouble ticket generation, asset management, telephone directory, interface to Computer Aided Design systems, Toll Call Accounting, and other jobs.

[End of Clause]

B.3 CABLE PLANT MANAGEMENT SYSTEM/COMPUTER AIDED DESIGN

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Installation of software, and hardware, integration of same with Telecommunication Branch LAN, plotter and scanner integration, report generation, set-up, testing, database population, training, initial operation, database and system administration, help desk, application software support, and relocation of equipment				NOT SEPARATELY PRICED
	TOTAL ESTIMATED COST				\$131,381.92
	FIXED FEE				\$10,510.55
	TOTAL EST. COST PLUS FIXED FEE				\$141,892.47
2	Software				
2AA	Isicad Software				
i	XSS872-5 Command Appl. 5 users	1	ea	\$71,060.97	\$71,060.97
ii	XSS873-3 Cmd HelpDesk 3 users	1	ea	\$12,021.60	\$12,021.60
iii	XWS873-1 Cmd HelpDesk Addl user	2	ea	\$1,442.60	\$2,885.19
	XSS877-15 Cmd Tech.Lic.15 users	1	ea	\$12,823.03	\$12,823.03
	XSS879 API Gateway	1	ea	\$5,610.08	\$5,610.08
	SUBTOTAL FIRM FIXED PRICE				\$104,400.87
2AB	Oracle Software				
i	Oracle 6 RDBMS	1	ea	\$18,827.23	\$18,827.23
ii	Transaction Processing Option	1	ea	\$3,765.19	\$3,765.19
iii	SQL PLUS	1	ea	\$4,706.80	\$4,706.80
iv	FORMS/MENU	1	ea	\$8,472.00	\$8,472.00
v	Reportwriter	1	ea	\$5,648.42	\$5,648.42
vii	SQL NET	1	ea	\$5,021.09	\$5,021.09
viii	TC/IP Protocol Driver	1	ea	\$3,765.19	\$3,765.19
	SUBTOTAL FIRM FIXED PRICE				\$50,205.94

B.3, Cont., CABLE PLANT MANAGEMENT SYSTEM/COMPUTER AIDED DESIGN

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
2B	Hardware				
i	Hewlett Packard HP 735 19" Color Workstation	1	ea	\$72,550.70	\$72,550.70
	SUBTOTAL FIRM FIXED PRICE				\$72,550.70
2C	Documentation - Isicad				
i	DOC872 Cmd5000 User Guide	1	ea	\$80.15	\$80.15
ii	DOC872SYS Cmd Sys Admin.Guide (4 volume set)	1	ea	\$374.01	\$374.01
iii	DOC877 Cmd Technicians Manual	1	ea	\$80.15	\$80.15
iv	DOC 873 Cmd Helpdesk Manual	1	ea	\$80.15	\$80.15
	SUBTOTAL FIRM FIXED PRICE				\$614.45
2D	Subcontract Services				
i	Isicad Consulting/Training				
ii	SS600 Implement. Svcs Stdy 5 da	1	ea	\$8,171.54	\$8,171.54
iii	SS1000 Sys.QuickStart Train. 5	1	ea	\$8,171.54	\$8,171.54
iv	SS2000 Appl QS Training 5 da	1	ea	\$8,171.54	\$8,171.54
v	Cmd 5000/Cmd HelpDesk Training 5 da	1	ea	\$8,171.54	\$8,171.54
vi	SS3000 Appl/Workshop Rev. 5 da	1	ea	\$8,171.54	\$8,171.54
vii	Cmd 5000 trn for Tech lic users (3) 1 day classes	1	ea	\$4,902.92	\$4,902.92
viii	HelpDesk custom trn for admin 2 da class	1	ea	\$3,268.62	\$3,268.62
viiii	Oracle SQL training 5 da for 5 students	1	ea	\$7,857.25	\$7,857.25
ix	Oracle SQL Install - One week Oracle Engineer	1	ea	\$5,531.50	\$5,531.50
x	HP Workstation install	1	ea	\$0.00	\$0.00
xi	Isicad Install Svcs to install Cmd 5000/help desk sftwre	1	ea	\$3,142.90	\$3,142.90
	SUBTOTAL FIRM FIXED PRICE				\$65,560.89
	TOTAL FIRM FIXED PRICE - ITEM 2				\$293,332.86
3	OPTIONAL TASK				
3A	Operating & Appl Software,				
i	Database Maintenance Isicad Annual Maint.	1	Lot	\$41,737.71	\$41,737.71
ii	Oracle Annual Basic Supprt Pricing	1	Lot	\$28,964.97	\$28,964.97
	TOTAL FIRM FIXED PRICE - ITEM 3				\$70,702.68

B.4 Toll Call Accounting/Long Distance Telephone Call Accounting
Optional Task

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4	Software, hardware analysis, recommendation/selection, installation, integration with Cable Plant Management System, testing, & training. Acquisition of telephone management software, tape reader hardware & documentation				NOT SEPARATELY PRICED
	TOTAL ESTIMATED COST				\$35,249.00
	FIXED FEE				\$2,819.92
	TOTAL EST. COST PLUS FIXED FEE				\$38,068.92
4A	Optional Task				
4AA	Hardware Maintenance	24	mo	\$57.42	\$1,378.00
4AB	Software Maintenance	24	mo	\$15.46	\$371.00
	TOTAL FIRM FIXED PRICE - ITEM 4A				\$1,749.00

B.5 Financial Analysis - Optional Task

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
5	Analysis of commercial systems to analyze cost data for trends, duplication, and exceeding variable parameters, acquisition of financial analysis software, documentation.				NOT SEPARATELY PRICED
	TOTAL ESTIMATED COST				\$19,105.20
	FIXED FEE				\$1,528.42
	TOTAL EST. COST PLUS FIXED FEE				\$20,633.62

B.6 Telephone Directory - Optional Task

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
6	Determine a method to use the Cable Plant Management System database to prepare the alphabetical and other portions of the NRC Telephone Directory and link the Cable Plant Management System database to the telephone operator consoles.				NOT SEPARATELY PRICED
	TOTAL ESTIMATED COST				\$18,512.20
	FIXED FEE				\$1,480.98
	TOTAL EST. COST PLUS FIXED FEE				\$19,993.18

B.7 Link to Network Management System - Optional Task

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
7	Analysis of software required to link the Cable Plant Management System to the Network Management System, acquire software, implement the link, provide programming services to establish "pointers" to the appropriate database elements.				NOT SEPARATELY PRICED
	TOTAL ESTIMATED COST				\$33,282.76
	FIXED FEE				\$2,662.62
	TOTAL EST. COST PLUS FIXED FEE				\$35,945.38

ESTIMATED TOTAL CONTRACT AMOUNT (Base Task + Optional Tasks)	\$622,318.11
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[End of Clause]

B.8 CONSIDERATION AND OBLIGATION

- (a) The total estimated cost to the Government for full performance of this contract (exclusive of optional tasks) is \$435,225.33. This sum includes cost plus fixed fee items and firm fixed price items.
- (b) The cost plus fixed fee portion for the tasks identified in Article B.3, Item 1 is represented as follows:
- | | |
|-----------------|--------------|
| Total Est. Cost | \$131,381.92 |
| Total Fixed Fee | \$ 10,510.55 |
| Total CPFF | \$141,892.47 |
- (c) The firm fixed price portion for tasks identified in Item 2 of Article B.3 is \$293,332.86.
- (d) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (e) The amount currently obligated by the Government with respect to the cost plus fixed fee portion of this contract is \$141,892.47 of which \$131,381.92 represents the estimated reimbursable costs, and of which \$10,510.55 represents the fixed fee (ref. Article B.3.1).
- (f) The amount obligated with respect to the firm fixed price items listed under Article B.3.2 is \$293,332.86.
- (g) It is estimated that the amount currently allotted will cover performance through 4/1/94.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1 Background

a. The Nuclear Regulatory Commission (NRC) Telecommunications Branch has an urgent need to improve the management of telecommunications resources and operations. Of major concern is the need to manage cable plants for the NRC Headquarters Building in Rockville, MD, known as One White Flint North (OWFN) and a new building being erected adjacent to OWFN called Two White Flint North (TWFN) and to manage the details of the infrastructure of the NRC telecommunications networks. A Physical Cable Plant Management system is needed to prepare and update documentation that assists troubleshooting, layout and design of wire backbones, horizontal distribution, risers, tie cables, as well as local area networks and the NRC Wide Area Network. Also required is a means to conduct change management and asset management. Engineering drawings depicting telecommunications connectivity, interrelationships with networks and communications protocols, cable placement, individual cable pair use and block and pin assignments for cable pairs, terminal equipment and intermediate equipment (such as routers, bridges) are needed to provide management tools and information for NRC management of the physical cable plant. Additionally, the NRC needs a more efficient ability to analyze station message detail records (SMDRs) provided via magnetic media by telephone companies in order to detect long distance toll call waste, fraud and abuse, a more efficient way to produce the NRC Telephone Directory and expanded financial analysis capability.

b. The Telecommunications Branch is upgrading its LAN PCs to provide computing and memory capacity to successfully interact with the computer platform which will be used for this project. The Telecommunications Branch LAN is a 16 Mbps Token ring LAN using Shielded Twisted Pair (IBM Type 1) cable connected into Synoptics access concentrators (wiring hubs). The LAN uses Novelle Netware Version 3.0 executing on COMPAQ Desk Pro 486 EISA servers. In addition to the IPX routing supporting the Novelle Netware, remote terminal to host connectivity using TCP/IP is provided by Wellfleet routers which route both protocols.

C.2 Scope of Work

The primary purpose of this contract is to provide a Cable Plant Management capability. The title "Cable Plant Management" has

C.1 (Continued)

become an industry name for systems which integrate graphical and database capabilities with a relational database management system and link to other (third party) applications. The applications share the same database and do jobs such as workorder/trouble ticket generation, asset management, telephone directory, interface to Computer Aided Design systems, Toll Call Accounting, etc.

The Contractor shall provide, and integrate into the Local Area Network (LAN) serving the Telecommunications Branch, the high-capacity computer platform called for in this contract on which will run contractor-acquired, off-the-shelf application software providing Cable Plant Management, Computer Aided Design (CAD) Engineering Drawings; Long Distance Telephone Call Accounting (optional task); Financial Analysis (optional task); Telephone Directory (optional task); Link to Network Management System (optional task); and Integrated Services Digital Network (ISDN) Interface (optional task). An alternate LAN integration technique may be to use an existing router tied to the LAN to permit user access to the application software running on the computer platform.

The Contractor shall provide project management which results in a "turn-key" Cable Plant Management System (hereafter referred to as the "System") and services, including software and hardware analysis and selection, acquisition, installation, maintenance (optional task), system integration, database population, and training services (both user and System Administrator).

The requirements stated in this specification are intended to be satisfied with "open ended" technology that will allow for growth and expansion without major changes to hardware or software. The growth of telecommunications support (and hence the management tools needed by the Telecommunications Branch) to the NRC should reach a plateau with completion and occupancy of the TWFN building in Early 1994. Telecommunications Branch management requirements will grow when and if the Nation decides that new nuclear power plants are needed to supply energy.

C.3 Current Cable Plant Management System and Computer Aided Design Engineering Drawings**C.3.1 Current Cable Plant Management Background**

Cable Plant Management is currently accomplished by the Telephone Tracking System (TTS). This system is keyed to telephone lines serving the Headquarters. It does have a capability to show port assignments of devices attached to the wire plant, but does not document unused riser and tie cables, does not document dedicated data and voice services and does not have a capability to graphically or otherwise document complete systems such as the

C.1 (Continued)

NRC's Autodial Network (ANS), Agency Upgrade to Office Systems (AUTOS), Remote Job Entry (RJE), Payroll Network, HP 3000 Network, Federal Financial System (FFS) Network, NUDOCS Network, Contracts Network, Property and Supply System (PASS) Network, Interconnections to National Laboratories and Southwest Research, Personnel Network, MV8000 Network, the Emergency Telecommunications System (FTS 2000), Wide Area Network (WAN) and other systems supporting the NRC. Thus, the current system does not record unused cable pairs as well as approximately 1/3 of the current cable plant that is used. It is keyed to telephone numbers and thus able to record only data on cable that is associated with a telephone number.

Resources used for TTS are two large files and application programs on the Telecommunications Branch LAN server. Program execution requires program download to a PC which has dBase III installed.

C.3.2 Current Computer Aided Design Engineering Drawings Background

The Telecommunications Branch has only a limited capability to produce drawings using graphics software such as "DrawPerfect" and "Harvard Graphics" and does not have the capability to produce engineering drawings. The graphics packages in use are not capable of producing the large and detailed drawings of intricate networks and systems and large cable plants with information such as terminal devices, interface boards and transport protocols in use.

Resources used for current drawings are individual PCs and software packages residing on the PCs. Five PCs have "DrawPerfect" capability and 18 have "Harvard Graphics". These graphics packages are more suited to producing briefing charts and sketches (8"x11 1/2") rather than full size engineering drawings.

C.3.3 Systems Summary Background

The Telecommunications Branch has a need to establish an integrated database System and graphic database in order to manage the cable plants in OWFN, and TWFN when that cable plant is installed in late 1993, and to establish a hierarchical representation of the NRC's enterprise network, manage telecommunications assets and telecommunications infrastructure change. Installation of a new cable plant and occupancy of a new building, coupled with abandonment of NRC cable facilities in Bethesda and Nicholson Lane, present a window of opportunity for the NRC to implement an automated telecommunications management system. The cable plants in other NRC buildings (e.g., Bethesda) will not be included in the system. Bethesda and Nicholson Lane cable plants will be abandoned and left in place. In the event

C.1 (Continued)

the NRC decides to lease additional buildings (such as Nicholson Lane) to house Contractor employees and/or NRC employees, that cannot be housed in OWFN or TWFN, additional cable plants will be documented in the system.

C.4 Delineation of Contractor Tasks for the Cable Plant Management System and the Computer Aided Design Engineering Drawings**C.4.1 Computer Platform - Hardware**

The Contractor shall provide a computer platform as the host for the System which may also function as a LAN server for the Telecommunications Branch. The Contractor shall also provide an operating system (e.g., Solaris). The platform shall be sized to act as a server (depending upon the technique chosen to integrate the workstation with the LAN) and to run the application software for Cable Plant Management, CAD and Engineering Drawing, Long Distance Telephone Call Accounting (Optional Task) and Financial Analysis (Optional Task) as well as store large quantities of data for analysis and databases for the applications running on the system. The computer platform shall have a minimum disk capacity of 500 Mb and shall provide redundancy to permit restoration of data. The computer platform shall be installed in the Telecommunications Branch offices in the Phillips Building, floor 6, room 622, Bethesda, MD. The Contractor shall also integrate an NRC-provided plotter and scanner with the computer platform. The Contractor shall relocate the computer platform and reinstall it in the Telecommunications Branch facilities on the 6th floor of TWFN, Rockville, MD, in the Spring of 1994, when NRC offices located in Bethesda, MD, will relocate to TWFN. The specific location in TWFN will be identified in the latter part of 1993 (see Section C.10).

C.4.1.2 The Contractor shall also provide a 19", high-resolution color monitor keyboard and mouse and LAN input/output card.

C.4.2 Cable Plant Documentation

The System shall be capable of documenting the entire NRC cable plant which will consist of approximately 62,000 copper cable pairs and 300 optical fibers. It shall also be capable of documenting approximately 60,000 cross connections detailing cable to cable connections. The System shall be capable of documenting all riser, tie and station cables and their block and pin assignments and cross connections. It shall recommend (engineer) the cable path to be used for new requirements and have the capability to generate work orders which specify cable pairs to be used and cross connections to be made from end-point to end-point.

The System shall permit entry of changes to the cable plant (i.e., new cable, cable route changes, cable removal) and cable

C.1 (Continued)

use (to satisfy new requirements) as they occur. The System shall also return cable pairs to "available for use" status when they are no longer needed. The System shall provide NRC telecommunications managers the real time status of the cable plant at any time and shall be a management tool to determine where and when changes to the cable plant are needed. The System shall also be capable of expansion to accommodate up to an additional 60,000 cable pairs and 60,000 cross connections.

C.4.3 Cable Plant Management Application Software

C.4.3.1 The Cable Plant Management/CAD application software acquired via this contract will reside on the Contractor-provided computer platform and shall be accessible by 20 (5 interactive, 15 view-and-query only) Telecommunications Branch personnel and Contractor personnel via the LAN supporting the Telecommunications Branch.

C.4.3.2 The Contractor shall provide Cable Plant Management application software (database and graphical) which shall:

1. Be associated with a relational database management system (such as Oracle) with a standard Structured Query Language (SQL) capability.
2. Not be limited as to the number of "drops" or "records" which can be created or documented.
3. Be "scalable". Scalable means that a basic package is available for a license fee and that optional modules or "linked" applications are also available for additional license fees from the primary or third party software vendors.
4. Work in either a "Text" or "Graphics" mode, with updates in one mode being automatically reflected in the other mode.
5. As a minimum, be capable of Cable Plant Management, Property Management and accomplishing Computer Aided Design Engineering Drawings.
6. Be capable of documenting data, voice, video, environmental, security and fire protection systems.
7. Conform to EIA-606. This standard provides a general model for recording information for the physical transport system including cables, pathways and facilities.
8. Be capable of documenting at least 10 buildings.
9. Be capable of documenting and differentiating between inside and outside plant cables including multipair twisted pair, fiber

C.1 (Continued)

optic and coaxial cables.

10. Be capable of documenting telecommunications closets and their components including punch blocks, punch block positions, cross connections, patch panels, end user equipment, racks and equipment shelves.

11. Be capable of documenting end user equipment at the user location.

12. Be capable of documenting pathways including conduits, under floor raceways, cable trays, riser pathways, outside plant conduits and aerial cable paths.

13. Be capable of documenting pathway capacity and reporting capacity fill for conduits, under floor raceways, cable trays, riser pathways and outside plant conduits.

14. Be capable of automatically assigning cable pairs on blocks. In other words, automatically determine a path to satisfy a specified requirement, assign cable pairs, specify cross connections (punchdowns) and generate a pictorial and/or written representation of the path and cross connections on a workorder.

15. Be capable of displaying cable routes graphically.

16. Be capable of importing cable print images (DFX scanning).

17. Be capable of importing data (spreadsheets, databases, flat files).

18. Be capable of importing data from a Network Management System.

19. Be capable of exporting data (spreadsheets, databases).

20. Be capable of exporting data to a Network Management System.

21. Have a method of inputting data which can be performed by Government employees with a knowledge of word processing applications, e.g., WordPerfect.

22. Have a capability to link in real time to Enterprise Network Management software.

23. Be capable of generating both predefined and user defined reports.

24. Provide an integrated Computer Aided Design (CAD) capability which will generate sizes "A through F" engineering drawings of cable plants and telecommunications networks.

C.1 (Continued)

25. Be a fully automated cable tracking system which allows NRC management to obtain usage, statistical, graphical, work order and pictorial information about every aspect of its telecommunications equipment, telephone, data and multi-network (LAN, WAN) environments. It must store and be able to manipulate information detailing network infrastructure including the real-world location of network devices, their technical characteristics and their physical connectivity.
26. Provide a CAD Engineering Drawing capability which allows users to create, maintain and change scale drawings of office space such as workstations, sections, branches, divisions, offices, floors, buildings, campuses and floor layouts, room layouts, rack layouts and so forth as well as local and nationwide network configurations.
27. Be capable of "overlaying" wire paths, wire distribution systems and icons representing hardware on graphical building drawings to depict cable troughs, cable vaults, raceways, egress and entry points, main and intermediate distribution frames, wiring closets, shafts, poke-throughs, riser rooms, distribution blocks, and row and pin assignments, and so forth.
28. Provide an automatic locator capability by displaying (blinking) cable systems or devices within building floor plans and other facilities.
29. Provide an ability to easily modify graphical representations of the physical layout of the facility (e.g., take down walls, erect other walls) with changes to be automatically reflected in the database.
30. Automatically update database changes. A single database entry shall update all related database entries within the associated engineering CAD drawing(s).
31. Include graphics symbols libraries and architectural layout commands for easy floor plan drafting. The system shall permit the creation or import of graphic symbols.
32. Provide security which allows multi-user access, password security, recovery and audit capabilities.
33. Come equipped with pre-defined management and summary reports and an on-line query system such as an SQL Report Writer to allow for the generation of ad hoc reports. Reports such as Unused Cable Pairs, Work Orders in progress, Assigned Telephone Numbers and Users shall be pre-defined and executable via SQL commands. The Contractor shall recommend additional reports and prepare executable SQL commands accordingly.

C.1 (Continued)

34. Automatically assign the next available cable/channel to an open work order. The system shall track all cable routes, cable types and characteristics of the cables and allow for analysis down to the wire label within the cable. It shall also track all cross connect locations, addresses on a cable run and numbers on the line.

35. Provide on-line mapping from any termination point through the system to an ending point. Additionally, statistical representations of load capacities of cables, cable trays and raceways shall be displayed and drawings printed via user requests.

36. Allow management to view the relationships between building infrastructure, personnel and work groups, assets and equipment, maintenance information and supporting cabling systems and components. It shall position hubs, routers, servers, workstations, terminals and other network devices and define such things as port configurations, circuit lists, outlets, cross-connects, patch panels and cableways. Connectivity between all items must be tracked, maintained and be immediately available for view via color monitor.

37. Generate work orders for change management and provide inventory and validation information for asset management.

38. Employ a logical system of storing drawings in memory for later retrieval.

39. Store office and home telephone numbers, subscribers' names, building identifiers, room numbers and organizations of NRC employees. Changes to this information (additions, deletions) shall be made interactively via LAN based terminals. Access to this portion of the database shall be restricted by an NRC System Administrator via assigned privileges, user ID and password. The database shall be capable of exporting telephone subscriber data for use in generating a telephone directory.

40. Be available in a "network" version for use on the LAN supporting the NRC telecommunications Branch.

C.4.4 Contractor Services for Cable Plant Management/Computer Aided Design Engineering Drawing

The Contractor shall provide services for Cable Plant Management/Computer Aided Design Engineering Drawing as follows:

C.4.4.1 Provide to the NRC Project Officer an Implementation Plan, within 30

C.1 (Continued)

days of contract award, to include a schedule for software and hardware acquisition, installation, integration, set-up, database population, training, initial operation, maintenance and so forth.

C.4.4.2 Provide project management services to ensure that the project is on schedule and within budget; provide quality assurance functions to ensure that the hardware/software is acquired and operates as specified.

C.4.4.3 Install the Contractor-acquired computer platform. Integrate the platform with the LAN Serving the Telecommunications Branch. Install all operating and application software and test the system. Relocate the entire System to TWFN and reintegrate it into the Telecommunications Branch LAN in the Spring of 1994.

C.4.4.4 Integrate an NRC-provided plotter and a scanner with the CAD system

C.4.4.5 Populate databases (graphical and data).

C.4.4.6 Train Government System Administrators and users.

C.4.4.7 Provide hardware (computer platform) maintenance (optional task)

C.4.4.8 Provide operating and application software and database maintenance (optional task).

C.4.4.9 Recommend reports which should be generated from the database and prepare executable SQL commands for Government selected reports. Train Government employees on the preparation of SQL commands.

C.4.4.10 Provide application and operating system software as required for linked functions such as telephone directory (optional task) and trouble ticket/workorder generation.

C.4.4.11 Provide for automatic backups via the Telecommunications Branch LAN Server.

C.4.4.12 Provide Database Administration (DBA) services.

C.5 System Backup

Backups shall be automatic and the inability of the system to accomplish a backup shall alert the NRC System Administrator.

C.6 Security

C.6.1 The Contractor shall train an NRC "System Administrator" to manage access to the application software and database residing on

C.1 (Continued)

the project computer platform. Access shall be controlled by user ID and password access protection as well as restrictions via user privileges set by the NRC System Administrator.

C.6.2 The system will have a database containing sensitive information and as such shall be a protected (sensitive) database. The Contractor shall prepare a Systems Security Plan for the system (within 6 months of system installation) and update the Plan annually as necessary. The Contractor shall prepare any reports to respond to reporting requirements for sensitive databases. References: 41 CFR 101-11, Public Law 100-235, OMB Circular A-130, NUREG 0910, NRC Manual Directive 12.7 and Manual Directives 12.2 and 12.5 (When completed).

C.7 System Administration

C.7.1 The system must be capable of being administered by Contractor trained Government or Contractor employees via a keyboard/visual display terminal/printer.

C.7.2 Execution of System Administrator functions must require a unique sign-on identifier and password authorization.

C.7.3 The system shall permit all administrator functions, including report generation, to be performed during normal working hours, without adverse affect upon application software running on the system.

C.7.4 The system shall provide System Administrator functions that enable the designated administrator to add, set and delete user privileges and/or remove users from the various software applications running on the computer platform.

C.7.5 The system shall allow for remote administration via dial telephone data modems.

C.8 Hardware Installation and Data Input

C.8.1 The Contractor shall install the computer platform in room 622, Phillips Building 7920 Norfolk Avenue, Bethesda, MD 20814. In the Spring of 1994, the Contractor shall relocate the computer platform to the 6th floor TWFN and reinstall it. (See Section C.10)

C.8.2 The Contractor, in coordination with the NRC Office Automation & Network Development Branch, shall integrate the computer platform into the LAN serving the Telecommunications Branch. The method of integration will be via a router already installed in the Phillips building or setting up the computer platform as a separate LAN server for the Telecommunications Branch. The NRC will provide cabling necessary to integrate the

C.1 (Continued)

project computer platform into the LAN serving the Telecommunications Branch or router connectivity. The relocation to TWFN in the Spring of 1994 shall result in the same LAN/computer platform configuration as that established in the Phillips Building. The Contractor shall perform integration of the System into the TWFN LAN serving the Telecommunications Branch.

C.8.3 The Contractor shall tailor operating system and application software to the Telecommunications Branch operating environment as necessary to achieve efficient operation.

C.8.4 The Contractor shall input Government provided data to populate newly established databases. This a technical task requiring professional experience and knowledge by personnel entering data. It is not anticipated that the Contractor will have to conduct surveys or collect data.

C.8.4.1. The Cable Plant Management database will be generated from paper and magnetic sources currently in use (e.g., the NRC TTS) as well as Government conducted surveys of the OWFN cable plant and associated telecommunications equipment. The Contractor shall establish a Cable Plant Management database which documents the complete telecommunications cable structure in both OWFN, TWFN and any other buildings leased by NRC for in the Washington, DC Metropolitan Area. Cable plant records shall be established for OWFN initially. This database will serve as a training base for NRC and NRC Contractor employees for familiarity with new procedures required to use the Cable Plant Management System. Records for TWFN will be established as the building cable plant is installed in conjunction with building construction and subsequent occupancy in the October, 1993-April, 1994 time frame. Other building databases (Regions, URFO, TTC) will be established as required after the O/TWFN efforts.

C.8.4.2. Computer Aided Design engineering drawings for NRC buildings will be created from current drawings or databases or entered into the system via file transfer or scanning. The Contractor shall establish an engineering drawing database which includes building floor drawings for OWFN, TWFN, all NRC telecommunications networks and telecommunications systems.

C.8.4.3. NRC telephone number information (both Commercial and FTS 2000) will be entered to establish a database. The primary source of NRC telephone number information will be the TTS. The telephone number database will be linked to the Cable Plant Management System so that current telephone number information will be available directly from the database. The telephone number database will be used to generate the NRC Telephone Directory, if that option is exercised, and verify telephone billing information.

C.1 (Continued)

C.8.4.4. The Financial Analysis database(s) will be populated by Government employees with the technical assistance of contract employees as needed.

C.9 Relocation of equipment shall be performed in accordance with the Relocation clause located in Section G.

C.10 Documentation

C.10.1 The Contractor shall furnish the most current version of user manuals and publications for all Contractor-provided software under this contract.

C.10.2 The Contractor shall supply three complete sets of System Administration Manuals for NRC use with each delivered hardware and software system.

C.10.3 The Contractor shall also supply a sufficient number of user manuals, to provide one each per licensed terminal and provide at least 10% additional spare copies. For example, 5 interactive users plus 15 view-and-query only users equals 20 users, plus 10% equals 22 user manuals.

C.11 Training

C.11.1 The Contractor shall provide one session of NRC System Administrator training during installation and implementation and follow-on System Administrator training as necessary (in conjunction with system software upgrades, hardware changes etc.) to assure the ability of NRC System Administrators to administer the system.

C.11.2 The Contractor shall provide on-site training of Government users following installation and prior to implementation (cutover) of each application software package or module. The time for training shall be mutually agreed upon between the NRC Project Officer and the Contractor. On implementation day (defined as that point in time when the Cable Plant Management System is ready for use to engineer requirements and issue work orders), a training representative(s) must be on-site for assistance and problem solving. The Contractor shall provide a video (VHS format) for use in training NRC system users, if such a video already exists. The NRC does not expect nor will it pay the Contractor to produce such a video.

C.11.3 The Contractor shall train up to 3 Government personnel on the preparation of SQL commands for report generation.

C.12 Help Desk

C.1 (Continued)

The Contractor shall provide telephone consulting (help desk) services staffed by personnel possessing sufficient knowledge of the Cable Management System and other hardware and software acquired through this contract to answer questions posed by NRC's System Administrator(s). The telephone consulting must be available throughout the contract period from 7:30AM to 4:15PM Monday - Friday local time except for Federal Government holidays.

C.13 Software Support

C.13.1 The Contractor shall provide systems support for the computer platform used to run the Cable Plant Management application software and other software acquired through this contract. The Contractor shall support such software, including any Contractor-sponsored modifications or revisions thereof, at no additional cost to the Government. The support provided will consist of correction of errors, provision of Contractor-sponsored modifications, improvements, and revisions as well as the following:

1. Perform fault isolation (determine if a problem is communications, hardware or system related).
2. Respond to Telecommunications Branch user (and other users if the system is expanded under the expansion option in this contract) inquiries on technical matters as required.
3. Interface with vendor systems personnel on software-related problems and their resolution.
4. Perform system optimization and keep the applications running on the computer platform in good operating order.
5. Load and test system software as necessary.
6. Perform system backups.
7. Perform disk pack formatting as necessary.
8. Assist users in resolving programming anomalies and in use of equipment.
9. Support, revise and implement system safeguards such as directory structure and maintenance procedures.
10. Assign user profiles.
11. Work with the computer maintenance personnel to facilitate maintenance problem resolution.
12. Train new system users on-site on the use of application

C.1 (Continued)

software and system procedures.

13. Train system users on-site on the uses of new software (upgrades, new modules or applications).

14. Perform impact analyses of proprietary and systems software upgrades on existing applications as well as new software and hardware. Install and test these upgrades.

15. Provide systems support to users of vendor or third party related proprietary software.

16. Monitor system performance and identify system changes or modifications necessary to assure that the operating system is running efficiently and serving the needs of the users.

17. Facilitate the software maintenance contractor's diagnosis and repair of equipment by running specific operating system software until repairs are completed.

18. Perform hardware, software integration/testing, system generation and device configuration

19. Furnish full documentation of all Contractor changes and/or modifications to the application software and/or operating system software provided to meet Government requirements. In the case of new software level releases, the Government may elect to accept the later versions of the software, and if accepted, software support will be provided at no additional cost to the Government during the period of this contract, including renewals thereof. The Contractor shall provide customer support for the current and two previous software release levels; or one year's worth of software releases, whichever is greater.

C.14 Operating Software

The Contractor shall provide and support the operating system software required to make use of the system acquired under this contract. Operating system software refers to those routines that interface directly with hardware peripheral devices, the computer operations and applications and utility programs.

C.15 Software Performance

The software provided under this Contract shall conform to and perform in accordance with the Contract's functional specifications and data requirements as set forth in this contract and shall meet all other requirements stated in this contract.

C.16 Compliance with FIPS Pub and Federal Standards

C.1 (Continued)

All system and/or software acquired under this Contract must conform to specifications contained in the applicable Federal Information Processing Standards Publications (FIPS PUBS). (See Section J)

C.17 Warranty

In addition to the provisions of FAR Clause, Warranty of Supplies of a Noncomplex Nature, Alt I (FAR 52.246-17) located in Section I, equipment and components delivered shall be covered by a minimum one-year onsite parts and labor warranty, from the date of Government acceptance, at no additional cost to the Government. Malfunctioning parts shall be repaired or replaced within 48 hours of the time reported for service. The Contractor may provide swap-out equipment or components for a period not to exceed 10 calendar days. The terms of the warranty shall meet or exceed the terms of the maintenance under this contract.

C.18 Options

The following tasks are options under this contract and shall be performed by the Contractor only after receipt of an executed modification to this contract from the NRC Contracting Officer (refer to Clause 52.217-7, Section I.):

C.18.1 Toll Call Accounting (Optional Task)

C.18.1 Background

The Telecommunications Branch is required by Federal Information Resources Management Regulations (FIRMR) 201-21.601(b)(2) to certify/validate long distance telephone call bills.

Certification means determining that the billed calls were actually made and that the calls were official. The FIRMR also requires Federal agencies to collect for unauthorized calls. NRC policy is to review monthly Call Detail Records to analyze ways to improve telephone service and reduce cost and to detect suspicious calling patterns. Suspicious calls (possible fraud or abuse) are referred for investigation.

The NRC also has a requirement to analyze call information collected from modem bank chassis for calls originating from LAN users. ASCII files of these calls will be available for analysis.

Analysis of Call Detail Records (CDR) is currently done by sending telephone company magnetic tapes to the National Institutes of Health (NIH) Computer Center, (via pouch) and running a job on the NIH mainframe computer when we estimate the tape has arrived in the NIH Computer Center. The original tape is copied to an NIH standard 18 track, IBM 3480 cartridge tape. An existing COBOL

C.1 (Continued)

program is then used to extract call detail records from the CDR tape and subsequently load records into a DB2 table to extract detail records based on pre-set criteria and route the resulting reports to the NRC local printer. All new queries and reports not previously defined, require dBase II programming. This process is very time consuming and ties up an inordinate amount of staff and computing resources.

Resources used for Toll Call Accounting are a 386 PC with a large internal disk drive (330Mb), modem (2.4Kbps) and an NIH IBM 3090 mainframe computer. Download times at 2.4Kbps are several hours for lengthy reports which tie up PC resources. The NIH mainframe computer will no longer be available in the 1995/96 time frame. The NRC requirement is to load the telephone company data onto a computer platform (the Cable Plant Management Platform) via a magnetic tape reader and to analyze the calls using the appropriate application software which provides changeable parameters such as call length, cost, repetition, dialing area and so forth. Analysis of trends in calling patterns is also required. Use of an NRC computer platform will result in complete control of the analysis process by NRC employees and migration of the analysis function from the NIH mainframe.

C.18.1.2 Specifications

C.18.1.2.1 The Contractor shall provide a software system, which can be linked to the Cable Plant Management System database, that will analyze magnetic media copies of station message detail records (SMDRs) from the commercial telephone companies serving the NRC Regions and NRC Headquarters and from the Government FTS 2000 Telephone System.

The Contractor shall examine the format of the various magnetic media products that the NRC must analyze to determine format compatibility with candidate analysis software and the necessity for format conversion prior to analysis.

The Contractor shall propose ways to convert the various magnetic media formats to a single format or formats that can be readily analyzed.

C.18.1.2.2 The Contractor shall provide a computer software application to provide an efficient and cost effective means to manage and oversee the NRC commercial and Federal telephone services. The selected telephone management software shall be easy to use, perform multi-tasking functionalities and be compatible with any commercial and Federal phone system (FTS 2000) that can transmit station management detail records (SMDR) and call detail records (CDR). The telephone software application shall have the capacity to query originating and terminating telephone numbers and produce detailed and summary reports.

C.1 (Continued)

Reports shall be capable of being customized and include information such as originating and terminating ten digit telephone numbers, originating office, division, branch, section etc., traffic by minutes duration, time of call, date and cost, "Account Code Detail", operator assisted calls, telephone trunks used and duration of a call on a trunk.

The application software shall be capable of generating reports which (for example) summarize calls by extension, state, area code and department.

The application software shall perform functions such as search by selected calls, randomly select a user defined number of calls for screening and verification and analyze Federal Telecommunications System (FTS) 2000 on/off net call detail.

The application software shall be capable of analyzing call detail records for patterns such as many calls to a calling area not normally called by NRC employees, excessive time of calls and calls initiated at unusual times such as after duty hours. Parameters for analysis must be changeable. For example, a report could be requested for all calls over 20 minutes duration or 30 minutes duration.

C.18.1.2.3 The Contractor shall recommend available commercial analysis software and tape reader hardware. The Contractor shall acquire, install and test the analysis software on the computer platform provided by this contract and integrate it to be accessible via the Telecommunications Branch LAN.

The Contractor shall examine magnetic media tapes provided by the various telephone companies serving the NRC Headquarters and it's Regions, and determine methods of loading the information onto the computer platform acquired via this contract. The Contractor shall acquire or write conversion routines as necessary and install them on the computer platform for use with the Toll Call analysis software acquired via this contract.

The Contractor shall determine the physical type(s) of data (reels, cassettes, 1600bpi, etc.) provided by the various telephone companies and recommend an appropriate magnetic tape reader to input data onto the computer platform. The Contractor shall acquire the tape reader. The Contractor shall install, test and set up the tape reader to import data onto the computer platform for use in Toll Call analysis and train Telecommunications Branch users on use of the tape reader.

The acquired application software will run on the computer platform provided for this contract. Access to the Toll Call accounting application shall be limited to 3 interactive users and

C.1 (Continued)

5 view and query users and shall be password and user ID controlled.

C.18.2 Financial Analysis (Optional Task)**C.18.2.1 Background and Functional Requirements**

a. The Telecommunications Branch does not have a means to analyze financial information concerning expenditures for services. Efficiencies and monetary savings could be realized by analyzing telephone usage data, modem use data and cost data and determining "break even" points for alternatives to service such as acquiring trunks to replace individual circuits and providing a LAN based facsimile service for the NRC instead of individual facsimile machines for offices. The Telecommunications Branch has in place many contracts to provide services, maintenance of telecommunications hardware, and software and procurement of telecommunications hardware, software and services. Contracting involves management and analysis of resources and contracting actions. The Telecommunications Branch requires an off-the-shelf software system that will provide financial analysis of resources associated with the Telecommunications Branch budget, expenditures, future year projections, contracts and contracting actions, purchase orders and cost data analysis. The software would permit the generation of reports showing "suspense dates" for key actions (with an audible alarm) when suspense dates arrive or a pre-established "reminder" date arrives.

b. The Telecommunications Branch currently maintains several computer applications using DBase III and Lotus 1-2-3 to complete any financial analysis. The existing computer applications can not adequately provide the necessary queries and sorts of data to forecast important dates by which contractual actions must be initiated.

c. The Telecommunications Branch does not now have the means to efficiently collate equipment and system usage along with cost information to determine break-even and cost benefit analyses.

C.18.2.2 Specifications

The Contractor shall perform an analysis of Government and off-the shelf commercial systems which will provide capabilities to analyze cost data for trends, duplication and exceeding variable parameters such as dollar amounts, billed hours and ceilings.

The Telecommunications Branch processes an average of 20 Purchase Requisitions and/or Request For Procurement Action (RFP) actions each month. These procurement actions include financial and procurement information. A computer software application is required to provide queries, sorts, exception and summary reports

C.1 (Continued)

and otherwise manipulate and maintain the following information:

1. Purchase Order/Contract identification number, including amendments, Telecommunications Branch Control/RFPA number, Requisition number and Purchase order/Contract number.
2. Vendor Name and address.
3. Project Description.
4. Project Manager.
5. Cost estimate/funding.
6. Senior management approval amounts from Contract Review Board (CRB)/Senior Contract Review Board (SCRB)/Executive Director of Operation (EDO)/Commission.
7. Delegation of Procurement Authority (DPA) approvals including Cost Ceiling, Period of Performance, Cost/Payment information listed by month.
8. Listing of items covered by maintenance agreements along with appropriate warranty information, equipment location, serial numbers and NRC tag numbers.

C.18.2.3 The Contractor shall recommend applicable software and acquire the NRC-approved analysis software.

C.18.2.4 The acquired application software shall run on the computer platform provided for this contract. Access to the Financial Analysis application shall be limited to three interactive users and 5 view-and-query users and shall be password and user ID controlled.

C.18.3 Telephone Directory (Optional Task)

The Contractor shall propose a method to use the Cable Plant Management System database to prepare the alphabetical and other portions of the NRC Telephone Directory. The proposed method shall:

1. result in a "camera ready" copy;
2. use "locator cards" and Office Directory review submissions to update and maintain Telephone Directory data;
3. electronically (or via manual copying of disk files) update and maintain telephone number and locator information in the Telephone Operator Consoles.

C.1 (Continued)**C.18.4 Link to Network Management System (Optional Task)**

The NRC expects to implement a Network Management System in conjunction with its upgrade of the NRC Wide Area Network (WAN). The WAN upgrade is expected to occur sometime in fiscal year 1994 and will involve the procurement and installation of intelligent multiplexers and Network Management software. The purpose of this task is to have a vehicle in place for identifying and procuring software which will link the Cable Plant Management System and the Network Management System once these two systems are identified. The link will allow the Network Management System to share and use the Cable Plant Management System database to identify failed or failing components.

The Contractor shall determine what software is required, provide the software to link the Cable Plant Management System to the NRC Network Management System, implement the link, and provide programming services to establish "pointers" to the appropriate database elements.

C.18.5 Maintenance (Optional Task)**C.18.5.1 General**

1. Subject to security regulations, the Government will permit access to the system which is to be maintained. The Contractor shall adhere to building security entry and egress procedures established by the NRC, including property passes or work orders for equipment removed.
2. The Government will provide adequate storage space for spare parts and adequate working space including heat, light, ventilation, electric current and outlets and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within a reasonable distance from the system to be serviced and shall be at no charge to the Contractor.
3. The Government will provide time for Contractor-sponsored modifications within five working days or sooner after being notified by the Contractor that the modification is ready to be made. The time required to make the modification shall be outside the normal preventive maintenance hours unless a mutually agreed to other time is decided.
4. The Government will maintain site requirements in accordance with the system environmental specifications furnished by the manufacturer.
5. While the Contractor's personnel are at the Government facility, the contractor is responsible for compliance with all laws, rules and regulations governing conduct with respect to

C.1 (Continued)

health and safety not only as they relate to (i) contractor employees and agents, but also (ii) other personnel who are Government employees and agents of the Government (iii) property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire and subject to all duties thereof.

C.18.5.2 Responsibilities of the Contractor for Hardware

1. The contractor shall provide maintenance (labor and parts) and shall keep the computer platform in good operating condition. Maintenance service shall not include electrical work external to the computer platform, the furnishing of supplies, adding or removing accessories, attachments or other devices.

2. Only new commercially available parts or parts equal in performance and warranty to new parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor.

3. Should the Government make alterations or install attachments which affect the maintenance of this system, the continuation of maintenance service on this system shall be subject to mutual agreement. Should the alterations or attachments increase or decrease the maintenance costs to the Contractor, adjustments to maintenance charges shall be made on an individual instance basis.

If such alterations or attachments create a safety hazard, the Contractor may discontinue maintenance service on the hazardous system. In addition, should such be the cause of malfunction or downtime, such downtime shall not be considered system failure.

4. Contractor sponsored alterations or attachments to the system shall be made only with the consent of the Government. Unless specified elsewhere in the contract, Government personnel shall not perform maintenance or attempt repairs to the system while such system is under the purview of this contract unless agreed to by the Contractor.

C.18.5.3 Preventive Maintenance

Preventive maintenance (if required on the system hardware) shall be performed during the Government's Principal Period of Maintenance. The Contractor shall specify in writing the frequency and duration of preventive maintenance. If a mutually agreed upon schedule for preventive maintenance cannot be established, the Government reserves the right to specify the schedule for performance of preventive maintenance, subject to the time constraints in Section C.14.4. The quality of maintenance for the NRC-owned system shall be equal to or better than that provided by the Contractor for identical Contractor-owned system

C.1 (Continued)

leased to the NRC.

C.18.5.4 On-Call Maintenance and Services DURING the Principal Period of Maintenance

1. The contractor shall provide on-call maintenance service during the Principal Period of Maintenance (PPM) which is Monday - Friday, 7:30 AM to 4:15 PM local time, excluding Federal Government Holidays, at the Phillips Building, 7920 Norfolk Ave., Bethesda, MD 20814 and at the Two White Flint North Building, 11545 Rockville Pike, Rockville, MD 20852 (after relocation). Hourly on-call rates shall be in accordance with Section B of this contract. Charges shall be computed to the nearest one-quarter of an hour. Maintenance personnel shall have received all training required by the system manufacturer and be certified by the manufacturer to service the manufacturer's system.

2. Response Time: On-call maintenance calls designated as critical require a four hour response time while routine maintenance calls have a response time of eight hours. Contractor on-call response time during the PPM shall be computed using PPM hours only. For example, response to a minor (in 8 hours) problem call placed at 2:15 p.m. on Friday shall be not later than 1:30 p.m. the following Monday. Critical denotes loss of a major function or restrictive use of a functional system. Examples of critical failures are: 1) entire system down, 2) hard drive failure. Notwithstanding, the NRC System Administrator shall determine the type of call (i.e., critical or routine) and advise the Contractor accordingly.

3. The contractor must have access to replacement component spare parts for expeditious service to the NRC. Under no circumstance can delivery time of spare parts exceed eight hours.

4. The contractor shall provide remote terminal dial-in maintenance access in order to execute routine and problem solving diagnostics from a location other than the NRC premise. Access to the system for maintenance or diagnostic purposes must require entry of a unique user identifier and password.

5. The contractor shall provide telephone access to a contractor customer support group that is available during normal business hours to answer user questions and provide administrative support.

C.18.5.5 Non-Chargeable Maintenance Items

When on-call maintenance is ordered, there shall be no additional charge for:

1. Replacement parts, unless such parts are required due to the fault or negligence of the Government.

C.1 (Continued)

2. Preventive maintenance, regardless of when performed.
3. Maintenance which was requested during the Principal Period of Maintenance and extension thereof specified in the contract, regardless of when the maintenance is performed.
4. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
5. Maintenance required on any machine when the scheduled preventive maintenance for that machine preceding the malfunction had not been performed unless preventive maintenance was omitted at the Government's request or the Contractor was denied access to the system.
6. Maintenance required within a 48 hour period due to a recurrence of the same malfunction.

[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
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	APR 1984
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	JUL 1985
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE, START OF WARRANTY PERIOD

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

At the time of each delivery under this contract, the contractor shall furnish to the Government a Material Inspection and Receiving Report (DD Form 250) prepared in an original and two copies.

At the time of delivery of the equipment and/or software Block 22 of the DD250 shall be completed by the Receiving Officer. After receipt of the items, the Project Officer will notify the Contractor of the installation date. Installation shall commence within five working days after notification by the Project Officer. Block 21B-Acceptance shall be completed by the Project Officer after successful completion of the acceptance test in Clause E3(b) below, and the warranty period will then commence.

E.3 STANDARD OF PERFORMANCE AND ACCEPTANCE OF ADI 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 30 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 99 percent or more.
- (c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.
- (d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after 90 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,

E.3 (Continued)

or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.

- (i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.
- (j) Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.
- (k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.
- (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 100 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 100 hours. Machines added, field modified and substitute machines are subject to the 100 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 100 hours use time,

E.3 (Continued)

provided the average effectiveness for the 30 day acceptance period is equal to or better than the level specified in paragraph b above.

- (n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.
- (o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.
- (p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.
- (q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 30 consecutive days; therefore, the performance period must start not later than the 30 day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.
- (r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

[End of Clause]

E.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 30 consecutive days by operating in conformance with the Contractor's technical specifications and functional descriptions, or as quoted in the Contractor's proposal, which must satisfy the requirements of this contract at an effectiveness level of 99 percent or more.
- (c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial 30 consecutive days, the performance period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.
- (d) Failure to Meet Standard Performance. If the equipment fails to meet the standard of performance after 90 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,

E.3 (Continued)

or substituted or for a replacement machine is defined as the accumulated time during which the machine is in actual use.

- (i) System Failure Downtime. System failure downtime is that period of time during which the scheduled productive workload, or simulated workload, being used for acceptance testing cannot be continued on the system due to machine(s) failure. If simulated workload is being used for acceptance testing, it must be consistent with the data processing requirements set forth elsewhere in this contract.
- (j) Start of Downtime. Downtime for each incident shall start from the time the Government contacts the Contractor's designated representative at the prearranged contact point until the system(s) or machine(s) is (are) returned to the Government in proper operating condition, exclusive of actual travel time required by the Contractor's maintenance personnel but not in excess of one hour on each day such services were requested. However, at the request of the Contractor, the Government shall make available not only the failed equipment, but also those machines which must be used by the Contractor to accomplish such repairs. The Contractor shall provide an answering service or other continuous telephone coverage to permit the Government to make such contact.
- (k) Equipment Use During System Downtime. During a period of system failure downtime, the Government may use operable equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use. Whenever the operable equipment is not released to the Contractor upon request, all such usage periods shall be considered system operational use time in computing the effectiveness level.
- (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 100 hours of operational use time with scheduled productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when that number exceeds the minimum of 100 hours. Machines added, field modified and substitute machines are subject to the 100 hours minimum use time requirement. However, the Government shall accept such machine(s) without the addition of simulated work solely to achieve the minimum of 100 hours use time,

E.3 (Continued)

provided the average effectiveness for the 30 day acceptance period is equal to or better than the level specified in paragraph b above.

- (n) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.
- (o) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.
- (p) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.
- (q) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 30 consecutive days; therefore, the performance period must start not later than the 30 day after the installation date. Should the Government delay the start of the performance period, rental charges shall accrue for that period of time between the installation date and the start of the performance period and shall be paid only upon completion of the successful performance period.
- (r) Remote Devices. For remote devices the standard of performance shall be determined in accordance with paragraph m, above. A remote device is defined as any contractor-supplied device which is connected to the Central Processing Unit by way of data transmission lines rather than contractor-supplied direct cable connection. The effectiveness level for equipment supplied by the Contractor shall be computed in accordance with paragraph f, above, and shall exclude downtime attributable to related equipment, cables, transmission lines, wires, etc., not supplied by the Contractor.

[End of Clause]

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 Alternate I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

[End of Clause]

F.2 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
 - (1) Total estimated contract amount.
 - (2) Total funds obligated to date.
 - (3) Total costs incurred this reporting period.
 - (4) Total costs incurred to date.
 - (5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
 - (6) Balance of obligations remaining.

F.2 (Continued)

- (7) Balance of funds required to complete contract/task order.
 - (8) Contractor Spending Plan (CSP) status:
 - (i) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (ii) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item 8.
 - (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

[End of Clause]

F.3 REPORTING REQUIREMENTS

The Contractor shall prepare and deliver the following reports. Each report shall cite the NRC contract number.

1. CONTRACT SUMMARY REPORT (Monthly)

The contractor shall furnish to the Contracting Officer and the Project Officer, copies of a monthly contract summary report. The report is due on or before the seventh calendar day following the reporting period and shall include the following information:

- (1) Listing of all equipment presently furnished under the including: equipment or software model number, number, quantity, location, delivery date, installation effective date of acceptance, date of warranty expiration, commencement date for billable maintenance. The

F.3 (Continued)

purchase price shall be listed.

- (2) Summary of new orders received and planned installation dates.
- (3) A summary of on-call maintenance total billing for the and cumulative-to-date under the current contract year for government-owned equipment.
- (4) A summary of all per-call maintenance performed during the previous month, showing the order number and chargeable amount.
- (5) Narrative summary of problems, delays, or other significant items.

2. INSTALLATION REPORT

The contractor shall prepare a report, by site, setting forth the quantities, types, and dates of systems installed. The report shall also indicate which components and software were ordered and delivered with each system described. The report shall be submitted to the Project Officer within 30 days of completion of site installation.

3. MALFUNCTION REPORTS (When Required)

The Contractor shall furnish a signed malfunction incident report to the site representative following the completion of each maintenance call. The report shall include as a minimum, the following:

- | | |
|---|--|
| (a) Date and time notified | (e) Description of malfunction |
| (b) Date and time of arrival | (f) Date and time device was returned as functional |
| (c) Type and serial number(s) of machines | (g) Service call reference number |
| (d) Chargeable time spent for repair | (h) Description of action(s) taken, repairs, made, parts replaced; and |
| | (i) Signature of Government representative to acknowledge receipt of maintenance service |

(End of Clause)

F.4 PLACE OF DELIVERY -- REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all

F.4 (Continued)

charges paid by the Contractor, to:

- (a) Project Officer (2 copies)

— * —

- (b) Contracting Officer (1 copy)

(End of Clause)

F.5 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)

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

U.S. Nuclear Regulatory Commission Warehouse
Contract Number: NRC-33-94-187
5000 Boiling Brook Pkwy.
Rockville, MD 20852

- (b) Deliveries will be received 7:15 a.m. - 3:45 p.m., Monday thru Friday.

[End of Clause]

**F.6 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 11/15/93 through 11/14/96.

[End of Clause]

F.7 EQUIPMENT REPLACEMENT

When mechanical replacement is required under the provisions of the clause entitled "Maintenance Downtime Credits" of this contract if applicable or done voluntarily for any other reason a replacement period of up to thirty (30) days shall be established, at the option of the Government.

(End of Clause)

F.8 PERFORMANCE ACCEPTANCE PERIOD

This period shall commence on the installation date of the replacement machine.

F.8 (Continued)

(End of Clause)

F.9 CHARGES

No rental or maintenance charges will be paid during the replacement period for the equipment being replaced.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY
(JAN 1993)

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

Name: Thomas Baldesi

Address: U.S. Nuclear Regulatory Commission
IRM/DCTS, MS P-612
Washington, D.C. 20555

Telephone Number: (301) 492-7121

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.
 - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total

G.1 (Continued)

- estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
 - (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
 - (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
 - (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
 - (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect there to is subject to FAR 52.233-1 - Disputes.
 - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

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

*

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

[End of Clause]

G.3 RELOCATION OF EQUIPMENT

- (a) Authorized Movement

Upon written notification to the Contractor, equipment may be transferred from one Government location to another. Maintenance charges shall be suspended during the period of transfer not to exceed 30 calendar days, provided the transfer time exceeds one (1) calendar day. There will be no cessation of maintenance charges if equipment to be transferred has been installed at the site for less than three (3) months or will be installed at the new location for less than three (3) months.

- (b) Supervision (Packing and Unpacking)

The Contractor shall furnish necessary labor for packing and unpacking the equipment. The contractor shall supervise packing, unpacking and relocation of the equipment at the Contractor's then standard rates charged to commercial customers for similar

G.3 (Continued)

services. All other costs associated with the relocation shall be the responsibility of the Government.

(c) Notice

The Government shall give at least 30 days written notice of movement of equipment unless such movement is required because of an emergency.

(d) Transportation

All charges for relocation shall be at the Government's expense; however, shipments to and from the Government's initial site(s) will be at the Contractor's expense. The Contractor shall make all arrangements for transportation.

(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 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Rosina Hauser Perthe¹
Joanna K. Jackson
Matthew J. Youngmann

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting

H.2 (Continued)

officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

**H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)**

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

[End of Clause]

H.4 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

H.4 (Continued)

is relieved of such liability under like circumstances.

- (b) If the Government is liable for loss or damage of a machine, the Contractor shall have the option to restore the machine to its previous condition, in which event the Government shall pay the Contractor to perform such restoration at the Contractor's then-current prices, terms, and conditions. If the Contractor elects not to restore the machine, the Government may, at its own expense, restore the machine to its previous condition. If, however, the machine is lost or damaged beyond repair, the Government shall pay to the Contractor the same price for the machine as the Government would have paid had it purchased the machine on the day prior to the loss or damage under the provisions of this contract. This clause shall govern risk of loss or damage, notwithstanding any other provisions of this contract relating to title, payment, or ownership.

[End of Clause]

H.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 5 years. The Contractor shall notify the Government one year before the end of the system's (item's) life as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source.

[End of Clause]

H.6 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

H.6 (Continued)

modifications to the contract.

- (b) As a minimum, the following information shall be submitted by the Contractor with each proposal:
- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract, also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. The Contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract.

H.6 (Continued)

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.
- (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.

H.7 (Continued)

- (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 7:30 am and 4:15 pm, Monday through Friday, excluding holidays observed at the NRC installation.
- (k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal Period of Maintenance at a fixed price for such period, regardless of the number of calls requested during such period.
- (l) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment or operating software failure. It is performed as required and is therefore on an unscheduled basis.
- (m) Total Monthly Charges.
 - (1) Rental. All monthly charges for the use (rental) of equipment and software and for maintenance thereof.
 - (2) Maintenance of Government-owned. All monthly charges for the maintenance of equipment and software supplied under this contract.
- (n) Alteration. An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.
- (o) Attachment. An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer and connected to the machine or system.

[End of Clause]

H.8 CREDITS, MACHINE REPLACEMENT, TECHNICAL ASSISTANCE AND
ADDITIONAL HARDWARE AND SOFTWARE (JUN 1988)

(a) Late Response Time Credit.

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

The amount of creditable hours shall be accumulated for the month and adjusted to the nearest hour. The amount of credit for each hour in excess of the specified response time shall be computed at the rate of 1/2 OF 1% of the basic monthly maintenance charge. The total credit during any month shall not exceed the total monthly charge. The total credit shall not exceed 1/30th of the total monthly charge per calendar day.

(b) Maintenance Downtime Credits.

- (1) Definition. System downtime is that period of time when the system is inoperative and no scheduled workload can be accomplished due to a malfunction in the Contractor-supplied equipment or operating software or because the system is released to the Contractor for remedial services.
- (2) Period of Downtime. Downtime shall commence at the time of the initial bona fide attempt to make contact with the Contractor's maintenance representative at the designated point of contact or with the coverage provided to permit the Government to make such contact. Downtime shall end when the system and/or machine is returned to the Government in operable condition, including operating software regeneration, if required, ready to perform the scheduled workload.
- (3) Maintenance Credit for System Downtime. If the system remains inoperative and cannot perform the scheduled workload due to an equipment or operating software malfunction through no fault or negligence of the Government for a period of more than 12 consecutive hours or 15 nonconsecutive hours during a 24 hour period, the Contractor shall grant a credit to the Government for each hour of downtime in the amount of one half (1/2) percent of the total monthly charges due under this contract, as defined in the contract's Glossary. No credit shall be due the Government for operating software malfunctions when (i) the malfunction is not attributable

H.8 (Continued)

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

- (4) Maintenance Credit for Equipment Downtime. If the equipment remains unusable due to an equipment and/or operating software malfunction, through no fault or negligence of the Government for a period of more than 12 consecutive hours or 15 nonconsecutive hours during a 24 hour period, the Contractor shall grant a credit to the Government for each hour of downtime in the amount of one half (1/2) percent of the total monthly charges for the machine due under this contract, as defined in the Glossary of ADP Terms clause in Section H, plus identical credits for any other machine(s) supplied under this contract not usable as a result of the malfunction. Credit granted under this paragraph for each machine shall not exceed 1/30th of the total monthly charge for the machine for any calendar day. Credit for equipment or software malfunctions shall be computed to the half hour. No credit shall be due the Government for operating software malfunctions when (i) the malfunction is not attributed solely to the Contractor supplied software; and/or, (ii) the Government has made any additions, alterations or otherwise modified the operating software. During a period of downtime, the Government may use operable equipment when such action does not interfere with remedial maintenance. The credit provisions of this paragraph do not apply when paragraph b. (3) above is involved.

[End of Clause]

H.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]

H.10 SUBSTITUTION OF EQUIPMENT

This clause acknowledges that from time to time some of the

H.10 (Continued)

contracted for equipment may not be readily available or permanently go out of production. Based on the authority of this clause the contractor may request a one time or permanent substitution of one or more contract line items. Such requests must be made in writing to the contracting officer, with a copy going to the project officer and the deliver order contact point, if applicable.

The following conditions must be met:

- (a) The replacement item(s) must meet or exceed all specifications that were applicable to the item(s) replaced;
- (b) The replacement item(s) must be priced at equal or item(s) replaced;
- (c) The replacement item(s) must be acceptable to the and
- (d) The replacement item(s) must be approved in writing by contracting officer.

The fact that the contractor has requested a replacement shall not extend the required delivery time of any items. Upon acceptance of a replacement the Government may grant a day for day extension to the delivery schedule for the time the Government took to approve the replacement. No extension shall be granted in the case of unaccepted proposed replacements.

(End of Clause)

H.11 DISCONTINUATION OF EQUIPMENT MAINTENANCE

The Government may discontinue any maintenance coverage on any maintainable item covered under the terms of this contract by giving the Contractor 15 days written notice prior to the date of discontinuation.

If maintenance service is discontinued under this clause, the Contractor shall be entitled only to payment for maintenance services rendered prior to the effective date of discontinuation. There shall be no additional discontinuatio costs due the Contractor for discontinuations effected under this clause.

(End of Clause)

H.12 CERTIFICATE OF MAINTAINABILITY

a. At such time as the contract is terminated, expire contractually or are otherwise not extended, or upon request by the contracting officer at any time, the Contractor shall issue,

H.12 (Continued)

within five working days, a "Certificate of Maintainability" for any or all equipment acquired and maintained under this contract.

b. The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) agrees that it would assume maintenance of the equipment without billing any one-time charge (including, but not limited to, repair or inspection charges) if such maintenance were assumed effective the day after the Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government.

c. Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level.

d. If equipment is acquired under this contract, and if the equipment warranty expires and on-call maintenance is not purchased for the equipment, the Contractor shall issue a Certificate of Maintainability for such equipment within five working days after the warranty expires. The certificate shall state that the equipment is in such condition the the OEM (or the OEM's successor in interest) agrees that it would assume maintenance of the equipment without billing any charges to the Government. All charges required to obtain the requisite performance of the equipment up to the later of the time the equipment is accepted by the Government or the warranty expires, shall be borne by the Contractor. The time the equipment is accepted by the Government is the date that the Government determines that the equipment has passed acceptance testing - not the effective date of acceptance. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligating under this subparagraph d.

(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
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.217-2	CANCELLATION OF ITEMS	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
52.227-19	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-17	INTEREST	JAN 1991
52.232-22	LIMITATION OF FUNDS	APR 1984
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 Alternate I (JUN 1985)	JUN 1985
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE ALT II	AUG 1984
52.243-2	CHANGES - COST-REIMBURSEMENT ALT II	APR 1984
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	APR 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	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

I.2 (Continued)

violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

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

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

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

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

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

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by 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 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

[End of Clause]

I.4 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 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.

I.4 (Continued)

- (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.5 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-94-187 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 Global Management 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-33-94-187 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.
 - (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

I.5 (Continued)

U.S. Nuclear Regulatory Commission.

[End of Clause]

I.6 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.
- (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.7 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

I.7 (Continued)

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 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.

I.7 (Continued)

"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 Agreement's 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 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.8 201-39.5202-3 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.9 201-39.5202-5 PRIVACY OR SECURITY SAFEGUARDS (OCT 1990 FIRMR)

(a) The details of any safeguards the contractor may design or develop under this contract are the property of the Government and shall not be published or disclosed in any manner without the contracting officer's express written consent.

(b) The details of any safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the contracting officer's express written consent.

(c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

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

I.10 (Continued)

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
2	Standard Form 1411 with Instructions
3	Contractor Spending Plan (CSP) Instructions
4	DD Form 250

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

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

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
.....	.....	.....	FIPS 14-1, Hollerith Punched Card Code
.....	...X.	.....	FIPS 16-1, Bit Sequencing of the Code for Information Interchange in Serial-by-Bit Data Transmission
.....	...X.	.....	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
.....	...X.	.....	FIPS 22-1, Synchronous Signaling Rates Between Data Terminal and Data Communication Equipment
.....	...X.	.....	FIPS 26, One-Inch Wide Perforated Paper Tape for Information Interchange
.....	...X.	.....	FIPS 27, Take-up Reels for One-Inch Perforated Tape for Information Interchange
.....	...X.	.....	FIPS 30, Software Summary for Describing Computer Programs and Automated Data Systems
.....	...X.	.....	FIPS 32-1, Optical Character Recognition Character Sets
.....	...X.	.....	FIPS 33-1, Character Set for Handprinting
.....	...X.	.....	FIPS 46-1, Data Encryption Standard (DES)
.....	...X.	.....	FIPS 53, Transmittal Form for Describing Computer Magnetic Tape File Properties
.....	...X.	.....	FIPS 54-1, Computer Output Microform (COM) Formats and Reduction Ratios, 16 mm and 105 mm
.....	...X.	.....	FIPS 58-1, Representations of Local Time of the Day for Information Interchange
.....	...X.	.....	FIPS 59, Representations of Universal Time, Local Time Differentials and United States Time Zone References for Information Interchange
.....	...X.	.....	FIPS 66, Standard Industrial Classification (SIC) Codes

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waives	Standards Titles
.....	.....	.....	FIPS 68-2, BASIC
.....	...X..	.....	FIPS 69-1, FORTRAN
.....	...X..	.....	FIPS 70-1, Representation of Geographic Point Locations for Information Interchange
.....	...X..	.....	FIPS 71, Advanced Data Communications Control Procedures (ADCCP)
.....	...X..	.....	FIPS 81, Data Encryption Standard (DES) Modes of Operation
.....	...X..	.....	FIPS 84, Microfilm Readers
.....	...X..	.....	FIPS 85, Optical Character Recognition (OCR) Inks
...X..	.....	.....	FIPS 86, Additional Controls For Use With American National Standard Code for Information Interchange
.....	...X..	.....	FIPS 89, Federal Standard for Optical Character Recognition (OCR) Character Positioning
.....	...X..	.....	FIPS 95, Code for the Identification of Federal and Federally-Assisted Organizations
.....	...X..	.....	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
.....	...X..	.....	FIPS 103, Codes for the Identification of Hydrologic Units in the United States and the Caribbean Outlying Areas
.....	...X..	.....	FIPS 104-1, ANS Codes for the Representation of Names of Countries, Dependencies, and Areas of Special Sovereignty for Information Interchange
.....	...X..	.....	FIPS 107, Local Area Networks: Baseband Carrier Sense Multiple Access with Collision Detection Access Method and Physical Layer Specifications and Link Layer Protocol

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
.....	....x.	.....	FIPS 108, Alphanumeric Computer Output Microform Quality Test Slide
.....	.....	.....	FIPS 109, PASCAL
..X..	.....	.....	FIPS 112, Password Usage
..X..	.....	.....	FIPS 113, Computer Data Authentication
.....	....x.	.....	FIPS 119, Ada
.....	....x.	.....	FIPS 120-1, Graphical Kernel System (GKS)
.....	....x.	.....	FIPS 121, Videotex/Teletext Presentation Level Protocol Syntax (North America PLPS)
.....	....x.	.....	FIPS 123, Specification for a Data Descriptive File for Information Interchange (DDF)
.....	....x.	.....	FIPS 125, MUMPS Programming Language
.....	....x.	.....	FIPS 126, Database Language NDL
.....	....x.	.....	FIPS 127-1, Database Language SQL
.....	....x.	.....	FIPS 128-1, Computer Graphics Metafile (CGM)
.....	....x.	.....	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
..X..	.....	.....	FIPS 138, Electrical Characteristics of Balanced Voltage Digital Interface Circuits
.....	....x.	.....	FIPS 139, Interoperability and Security Requirements for Use of the Data Encryption Standard in the Physical Layer of Data Communications
.....	....x.	.....	FIPS 140, General Security Requirements for Equipment Using the Data Encryption Standard

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies But Waived	Standards Titles
.....	.....	.....	FIPS 141, Interoperability and Security Requirements for Use of the Data Encryption Standard with CCITT Group 3 Facsimile Equipment
.....	.....	.....	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
.....	..X..	.....	FIPS 144, Data Communications Systems and Service-user Oriented Performance Parameters
.....	..X..	.....	FIPS 146-1, GOSIP: Government Open System Interconnection Profile
.....	..X..	.....	FIPS 147, Group 3 Facsimile Apparatus of Document Transmission
.....	..X..	.....	FIPS 148, Procedures for Document Facsimile Transmission
.....	..X..	.....	FIPS 149, General Aspects of Group 4 Facsimile Apparatus
.....	.....	.....	FIPS 150, Facsimile Coding Schemes and Coding Control Functions for Group 4 Facsimile Apparatus
.....	..X..	.....	FIPS 151-1, Portable Operating Systems Interface for Computer Environments (POSIX)
.....	..X..	.....	FIPS 152, Standard Generalized Markup Language (SGML)
.....	..X..	.....	FIPS 153, Programmer's Hierarchical Interactive Graphics System (PHIGS)
.....	..X..	.....	FIPS 154, High Speed 25-position for Data Terminal Equipment and Data Circuit-terminating Equipment

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
.....	.....	.....	FIPS 135, Data Communication Systems and Services User-oriented Performance Measurement Methods
.....	....X.	.....	FIPS 156, Information Resource Dictionary System (IRDS)
.....	....X.	.....	FIPS 159, Detail Specifications for 62.5 μM Core Diameter/125 μM Cladding Diameter Class Ia Multimode, Graded-Index Optical Waveguide Fibers
.....	....X.	.....	FIPS 160, C
.....	....X.	.....	FIPS 161, Electronic Data Interchange (EDI)
.....	....X.	.....	FIPS 162, 1,200 bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..X..	.....	.....	FIPS 163, 2,400 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
.....	..X..	.....	FIPS 164, 2,400 Bits per Second Four-Wire Duplex and Two-Wire Half-Duplex Modems for Data Communications use on Telephone-Type Circuits
..X..	.....	.....	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
..X..	.....	.....	FIPS 166, 4,800 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
..X..	.....	.....	FIPS 167, 9,6000 Bits per Second Two-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
.....	....Y.	.....	FIPS 168, 12,000 and 14,400 Bits per Second Four-Wire Duplex Modems for Data Communications use on Telephone-Type Circuits
.....	....X.	.....	FIPS 169, Error Correction in Modems Employing Asynchronous-To-Synchronous Conversion

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies But Waived	Standards Titles
.....	...x..	.....	FIPS 170, Data Compression in Modems Employing CCITT Recommendation V.42 Error Correction
.....	...x..	.....	FIPS 171, Key Management Using ANSI X9.17
.....	...x..	.....	FIPS 172, VHSIC Hardware Description Language (VHDL)
.....	.....	.....	FIPS 174, Federal Building Telecommunications Wiring Standard
...x..	.....	.....	FIPS 175, Federal Building Standard for Telecommunications Pathways and Spaces
.....	...x..	.....	FIPS 176, Residential and Light Commercial Telecommunications Wiring Standard
.....	...x..	.....	FIPS 177, Initial Graphical Exchange Standard (IGES)
.....	...x..	.....	FIPS 178, Video Teleconferencing Services at 56 to 1,920 KEPS
.....	...x..	.....	FIPS 179, Government Network Management Profile (GNMP)

FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STD)

.....	...x..	.....	FED-STD 1002A, Telecommunications: Time and Frequency Reference Information in Telecommunication Systems
.....	...x..	.....	FED-STD 1016, Telecommunications: Analog to Digital Conversion of Radio Voice by 4,800 Bit/Second Code Excited Linear Prediction (CELP)
.....	...x..	.....	FED-STD 1023, Telecommunications: Interoperability Requirements for Encrypted Digitized Voice Utilized with 25 KHz Channel FM Radios Operating Above 30 MHz

J.2 (Continued)

Standard Applies	Standard Does Not Apply	Standard Applies, But Waived	Standards Titles
.....	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 contract may not exceed the total US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

Enclosure 1
Revised 3/92

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

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

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

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

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 20555

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

U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Room
Rockville, Maryland 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 SF 25 or Block 25 of SF-33, whichever is applicable.

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

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchase and Services Other than Personal" (see Attachment 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form (see Attachment 2).

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information (see Attachment 3 for a sample of support information).

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Parts 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in Attachment 4. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

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

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carryout the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

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

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

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

Superseding: These instructions supersede any previous billing instructions.

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

SAMPLE VOUCHER

Official Agency Billing Office
 U.S. Nuclear Regulatory Commission
 Division of Contracts and Property
 Management, P-802
 Washington, DC 20555
Payee's Name and Address

- (1) Contract Number _____
- Task Order No. (if Applicable) _____
- (2) Title of Project _____
- _____
- (3) Voucher Number _____
- (4) Project Officer _____
- (5) Date of Voucher _____
- (6) Contract Amount _____
- (7) Fixed Fee _____

Individual to Contact
 Regarding This Voucher:
 Name: _____
 Tel. No.: _____

(8) This voucher represents reimbursable costs from _____ thru _____

Amount Billed

(9) Current Billing

(10) Inception to Date

Direct Costs

- (1) Direct Labor _____
- (2) Fringe Benefits _____
if computed as percentage
- (3) Capitalized Nonexpendable
 Equipment _____
- (4) Materials, Supplies and
 Noncapitalized Equipment _____
- (5) Premium Pay _____
- (6) Consultants _____
- (7) Travel - Domestic _____
 Foreign _____
- (8) Subcontract _____
- (9) Other Costs _____

Total Direct Costs

(11) INDIRECT COSTS

- (A) Overhead _____ % of _____
 (Indicate Base)
- Subtotal
- (B) General & Administrative Expense
 _____ % of Cost Elements Nos. _____
- Total Costs

(12) FIXED-FEE EARNED (Formula)

(13) Total Amount Claimed

(14) Adjustments

Outstanding Suspensions

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

Total Agency Billing Office:
 U. S. Nuclear Regulatory Commission
 Division of Contracts and Property Management, 2-902
 Washington, D. C. 20555

Payee's Name and Address:
 ABC Corporation The National Bank
 100 Main Street or Anywhere, U.S.A.
 Anywhere, U.S.A. Assignee for ABC Corp.
 Anywhere, U.S.A.
 When Payments Assigned

Individual to Contact Regarding this Voucher:
 Name: John Doe
 Tel. No.: 555-1234

(j) Contract Number NRC-10-81-624
Task Order No. (If Applicable) 002
Title of Project "Study of Nuclear Waste Concepts"
Voucher Number 003
Project Officer _____
Date of Voucher _____
Contract Amount _____
Billed Period _____

(h) This voucher represents reimbursable costs from 1/1/82 thru 1/30/82

(i) Direct Costs	Amount Billed	
	Current Period	(m) Inception to Date
1) Direct Labor *	\$0,400	4,000
2) Fringe Benefits (15.0%) * computed as percentage	60	6,000
3) Capitalized Expended & Equipment *	3,000	4,000
4) Materials, Supplies and Uncapitalized Equipment *	2,000	150
(5) Premium Fee	100	100
(6) Consultants *	200	200
(7) Travel - Domestic *		200
Foreign *	200	7,000
(8) Subcontract *	2,000	\$29,650
(9) Other Costs *	\$13,600	
Total Direct Costs		\$29,650
(j) INDIRECT COSTS		
A) Overhead <u>100%</u> of Total Direct Costs (Indicate Base)	\$13,600	\$29,650
Subtotal	\$27,200	\$59,300
B) General & Administrative Expense <u>12%</u> of Cost Elements Nos. 1-9 A	3,254	6,450
Total Costs	\$30,454	\$65,750
(k) FIXED-FEE EARNED (Formula)	1,523	3,400
(n) Total Amounts Claimed	\$31,987	\$69,150
(o) Adjustments		
Outstanding Suspensions	1,700	1,700
(p) Grand Totals	\$30,287	\$67,450

(Supporting Information)

INSTRUCTIONS FOR PREPARING COST INFORMATION FOR NRC CONTRACTS

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

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management, P-902, Washington, D. C. 20555.

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

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

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

(g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.

(h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.

(i) Direct Costs. Insert the major cost elements:

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

Labor Category	Labor hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

(3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

(4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.

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

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

- 7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

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

Date		Traveler	Destination		Purpose	Cost
From	To		From	To		\$

- 8) Subcontracts. The job separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- 9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 35% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

SAMPLEREPORTING INFORMATION1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1600	50	\$10.00	\$500	465
Computer Analyst	100	100	\$8.00	\$800	100
				<u>\$2400</u>	

2) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Reason Tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/5/89.)

6) Consultants' Fee

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

7) Travel

<u>Date</u>	<u>Traveler</u>	<u>Destination</u>	<u>Purpose</u>	<u>Costs</u>	
<u>From</u>	<u>To</u>	<u>From</u>	<u>To</u>		
3/1/89	3/5/89	William King	Chicago, Wash., IL DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 50 hours @ \$30.00 per hour	= \$1500.00
O/H	@ 50%	= 1300.00
Travel - 2 Trips - Wash., DC to Boston, MA	@ \$200	= 1400.00
Profit	@ 7%	= 1200.00
TOTAL:		<u>\$3000.00</u>

(a) Fixed-Fee (Formula)

5%

$1300,000 \times 5\% = 117,500$ Total Fixed Fee for this Contract

$320,000 \times 5\% = 16,000$ Fee Billed for this Period

(d) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 1/10/55

ATTACHMENT 4

MONTHLY CONTRACTUAL COST SUMMARY REPORT FOR FEE BILLING

FIN: _____

Facility Name or Report Title: _____

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

Docket Number (if applicable): _____

<u>Cost Categories</u>	<u>Period Amount</u>	<u>Period Cost Incurred</u>	<u>Fiscal Year To Date Costs</u>	<u>Total Cumulative Costs</u>
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

Remarks:

Enclosure 2

LICENSE FEE RECOVERY COSTS

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

(end of clause)

CONTRACT PRICING PROPOSAL COVER SHEET

OFFICE OF CONTRACT ADMINISTRATION (FCMA) (HSP) (CMB) (CMB NC) 0000 0010

NOTE: This form is used in contract actions if submission of cost or pricing data is required. See FAR 15.804-6(b).
 CONTRACT NUMBER: _____ CONTRACT TITLE: _____

4. TYPE OF CONTRACT ACTION (check):

<input type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> LETTER CONTRACT
<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> UNPRICED ORDER
<input type="checkbox"/> PRICE REVISION	<input type="checkbox"/> OTHER (Specify): _____
<input type="checkbox"/> REDETERMINATION	

5. TYPE OF CONTRACT (check):

<input type="checkbox"/> RFP	<input type="checkbox"/> JRF	<input type="checkbox"/> ICF	<input type="checkbox"/> CFA
<input type="checkbox"/> CR	<input type="checkbox"/> OTHER (Specify): _____		

6. PROPOSED COST (A+B+C)

A. COST	B. PROFIT	C. TOTAL
\$ _____	\$ _____	\$ _____

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. STAND REFERENCE THE IDENTIFICATION, QUANTITY AND DATE OF BE PROPOSED FOR EACH CONTRACT LINE ITEM. A line item cost breakdown supporting the amount stated unless otherwise specified by the Contract is required. Continue on reverse, and then on plain paper, if necessary. Use same heading.

LINE ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL

9. PROVIDE NAME, ADDRESS AND TELEPHONE NUMBER FOR THE FOLLOWING (If applicable):

A. CONTRACT ADMINISTRATION OFFICE: _____

B. BUYER OFFICE: _____

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify):

YES NO

11. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete item 11B)

YES NO

12. TYPE OF FINANCING (check):

ADVANCE PAYMENTS PROGRESS PAYMENTS

GUARANTEED LOANS

13. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

YES NO

14. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain):

YES NO

15. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal):

YES NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate):

YES NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal):

YES NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal):

YES NO

This proposal is submitted in response to the RFP, contract, modification, etc. in item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type): _____

16. NAME OF FIRM: _____

17. SIGNATURE: _____

18. DATE OF SUBMISSION: _____

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown using the applicable format prescribed in 7A, B or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable.

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26.)

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - if more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement, and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37.)

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31-205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined in FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
 - A. New Contracts (including letter contracts).

Cost Elements (1)	Proposed Contract Estimate-Total Cost (2)	Proposed Contract Estimate-Unit Cost (3)	Reference (4)
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Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements (1)	Estimated Cost of All Work Deleted (2)	Cost of Deleted Work Already Performed (3)	Net Cost to Be Deleted (4)	Cost of Work Added (5)	Net Cost of Change (6)	Reference (7)
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Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's Accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this results is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date (1)	Number of Units Completed (2)	Number of Units To Be Completed (3)	Contract Amount (4)	Redetermina- tion Proposal Amount (5)	Difference (6)
--------------------	--	--	---------------------------	--	-------------------

Cost Elements (7)	Incurred Cost- Preproduc- tion (8)	Incurred Cost- Completed Units (9)	Incurred Cost- Work In Process (10)	Total Incurred Cost (11)	Estimated Cost To Complete (12)	Estimated Total Cost (13)	Reference (14)
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Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records (e.g., included in production costs as direct

engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:
 - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
 - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

