

AWARD/CONTRACT

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

2. CONTRACT NO. 0353942 00163 3. EFFECTIVE DATE 1/10/94 4. REQUISITION/PROJECT NO. IRM-93-222

5. ISSUED BY Code:   
 U S SMALL BUSINESS ADMINISTRATION   
 WASHINGTON, DC 20005   
 110 VERMONT AVENUE 9TH FLOOR

6. ADMINISTERED BY Code:   
 (If other than Item 5)   
 US NUCLEAR REGULATORY COMMISSION   
 DIVISION OF CONTRACTS & PROP. MGT.   
 CONTRACT ADM. BRANCH #2   
 WASHINGTON, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR   
 TRI-COR INDUSTRIES, INC.   
 8201 CORPORATE DRIVE   
 LANDOVER, MD 20785

8. DELIVERY   
 FOB ORIGIN   
 OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT   
 N/A

Principal Investigator/Technical   
 Contact: ART BLONDIN   
 Telephone No: 301-731-6140

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

11. SHIP TO/MARK FOR CODE   
 SEE CLAUSE C.3.1 and C.3.2

12. PAYMENT WILL BE MADE BY CODE   
 US NUCLEAR REGULATORY COMMISSION   
 DIV. OF ACCOUNTING & FINANCE,   
 MD. NATIONAL BANK BLDG., RM 11104   
 WASHINGTON DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION   
 10 U.S.C. 2304(c)   41 U.S.C. 253(c) [5] 15 USC 527 (a)

14. ACCOUNTING AND APPROPRIATION DATA   
 SEE PRIME CONTRACT

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Prime Contract between U S Small Business Administration and the U S Nuclear Regulatory Commission entitled "PC REFRESH".					

15G. TOTAL AMOUNT OF CONTRACT NOT TO EXCEED: \$18,795,099.00

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

9402280266 931228   
 PDR CONTR   
 NRC-33-94-185 PDR

*DP07*

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

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

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER  
(Type or print)  
LOUIS GONZALEZ, PRESIDENT

---

19B. NAME OF CONTRACTOR  
by Louis Gonzalez  
(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER  
VIRGINIA BELLAMY-GRAHAM  
CONTRACTING OFFICER

---

20B. UNITED STATES OF AMERICA  
by [Signature]  
(Signature of Contracting Officer)

19C. DATE SIGNED 12/22/93

20C. DATE SIGNED 12/28/93

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

AWARD/CONTRACT

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

2. CONTRACT NO. NRC-33-94-185 3. EFFECTIVE DATE 1/10/94 4. REQUISITION/PROJECT NO. IRM-93-222

5. ISSUED BY Code:  
U.S. NUCLEAR REGULATORY COMMISSION  
DIVISION OF CONTRACTS & PROP. MGT.  
CONTRACT NEGOTIATION BRANCH #1  
MAIL STOP P-1020  
WASHINGTON, DC 20555

6. ADMINISTERED BY Code:  
(If other than Item 5)  
US NUCLEAR REGULATORY COMMISSION  
DIVISION OF CONTRACTS & PROP. MGT.  
CONTRACT ADM. BRANCH #2  
WASHINGTON, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR  
U S SMALL BUSINESS ADMINISTRATION  
1110 Vermont Avenue NW, 9th floor  
Washington, DC 20043-4500  
SUB: TRI-COR INDUSTRIES, INC.  
8201 Corporate Dr., Landover, MD 20  
Principal Investigator/Technical  
Contact: Art Blondin  
Telephone No: 301-731-6140

8. DELIVERY  
 FOB ORIGIN  
 OTHER See below:

9. DISCOUNT FOR PROMPT PAYMENT  
N/A

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

11. SHIP TO/MARK FOR CODE  
SEE CLAUSE C.3.1 AND C.3.2

12. PAYMENT WILL BE MADE BY CODE  
US NUCLEAR REGULATORY COMMISSION  
DIV. OF ACCOUNTING & FINANCE,  
MD. NATIONAL BANK BLDG., RM 11104  
WASHINGTON DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
 10 U.S.C. 2304(c)   41 U.S.C. 253(c) [5] 15 USC (3745)

14. ACCOUNTING AND APPROPRIATION DATA  
B&R:410-20-515-500; JC:B8165; APPR:31X0200.410  
BOC:3131; AMOUNT \$7,320,000

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Furnish, as ordered, materials and labor in accordance with the schedule and the Contractor's technical proposals dated 10/29/93 and 11/17/93 incorporated herein by reference. See Continuation					

NOT TO EXCEED  
15G. TOTAL AMOUNT OF CONTRACT \$18,795,099.00

X SEC	DESCRIPTION	PAGE(S)
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18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Elois J. Wiggins
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>Arissa M. Lison</u> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 17-23-97

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

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

REPLACE ELECTRONIC INFRASTRUCTURE SOFTWARE, HARDWARE AND  
PERSONAL COMPUTER SUPPORT (REFRESH)

[End of Clause]

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

## (a) Brief description of work:

The Contractor shall furnish microcomputers, laser printers, microcomputer software, maintenance and support services to the NRC in accordance with the Statement of Work. This is an indefinite quantity, indefinite delivery, fixed-price Cost-Plus-Fixed-Fee Level of Effort Term contract.

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

[End of Clause]

B.3 - ITEMS & PRICES

NUCLEAR REGULATORY COMMISSION SCHEDULE B.3.H				
		HARDWARE		
		The Government hardware minimum is \$2,272,592.00		
		The Government hardware maximum is \$11,362,960.00		
CLIN	DESCRIPTION	SOW Reference	UNIT	PRICE
1	DESKTOP MICROCOMPUTER #1 <i>(including CLIN 11a, 11b, and 11c)</i>	C.5.2.a.1	One Each	\$1,945.00
2	DESKTOP MICROCOMPUTER #2 <i>(including CLIN 11a, 11b, and 11c)</i>	C.5.2.b.1	One Each	\$3,840.00
2A	DESKTOP MICROCOMPUTER #3 <i>(including CLIN 11a, 11b, and 11c)</i>	Additional	One Each	\$4,272.00
3	DESKTOP MICROCOMPUTER OPTION PKG	C.5.2.a.3		
3a	256k x 36 (1MB SIMM) 70ns KITS		One Each	\$56.00
3b	1MB x 36 (4MB SIMM) 70ns KITS		One Each	\$159.00
3c	4MB x 36 (16MB SIMM) 70ns KITS		One Each	\$625.00
3d	425 MB hard disk drive		One Each	\$476.00
3e	520 MB hard disk drive		One Each	\$578.00
3f	1266 MB hard disk drive		One Each	\$975.00
3g	Adaptec Hard Disk Controller: (ISA)		One Each *	\$288.00
3h	Adaptec Hard Disk Controller: (EISA)		One Each *	\$413.00
3i	Micronics Ultra 34F VL-bus SCSI Adapter		One Each	\$279.00
3j	MADGE 16/4 at RINGNODE 16bit ISA Token Ring Adapter		One Each	\$480.00
3k	MADGE 16/4 at RINGNODE 32bit EISA Token Ring Adapter		One Each	\$670.00
3l	NEC MultiSync 3FGXe-15" 28 JC-1532VMA		One Each	\$605.00
3m	NEC MultiSync 4FGXe-15" Flat Screen Multi-Frequency Mon.		One Each	\$741.00
3n	NEC MultiSync 5FGXe-17" Flat Square Mon.		One Each	\$1,136.00
3o	NEC MultiSync 6FGXe-21" 28 JC2141UMA		One Each	\$2,421.00
4	NOTEBOOK MICROCOMPUTER #1 <i>(including CLIN 11a and 11b)</i>	C.5.2.b.1	One Each	\$2,863.00
5	NOTEBOOK MICROCOMPUTER #2 <i>(including CLIN 11a and 11b)</i>	C.5.2.b.2	One Each	\$3,998.00
6	NOTEBOOK MICROCOMPUTER OPTION PKG	C.5.2.b.3	One Each	
6a	Battery Pack		One Each	\$166.00
6b	PCMCIA Card Data/FAX Modem (14,400/9,600 baud)		One Each	\$284.00
6c	PCMCIA Card 16/4MB Token Ring Interface Adapter		One Each	\$575.00
6d	Universal Power Cord		One Each	\$30.00
7	LASER PRINTER #1 <i>(including CLIN 11a, 11b, and 11c)</i>	C.5.2.c.1	One Each	\$1,551.00
8	LASER PRINTER #2 <i>(including CLIN 11a, 11b, and 11c)</i>	C.5.2.c.2	One Each	\$3,479.00
9	LASER PRINTER OPTION PKG	C.5.2.c.3	One Each	
9a	4MB memory module		One Each	\$155.00
9b	Legal Size Paper Tray for CLIN #7		One Each	\$66.00
9c	Legal Size Paper Tray for CLIN #8		One Each	\$85.00
9d	Token Ring Network Interface Card		One Each	\$580.00
9e	Duplex Unit		One Each	\$490.00
9f	Adobe's PostScript Level 2 language		One Each	\$544.00

\* Price reflects hard disk controller KIT.



B.3 - ITEMS & PRICES

NUCLEAR REGULATORY COMMISSION SCHEDULE B.3.S				
		SOFTWARE		
		The Government software minimum is \$306,545.00		
		The Government software maximum is \$1,785,752.00		
CLIN	DESCRIPTION	SOW Reference	UNIT	PRICE
10	SOFTWARE	C.5.3		
	<i>Standalone Microcomputer Software</i>			
10a	Borland dBase III Plus		One Each	\$414.00
10b	Borland Paradox v4.x		One Each	\$367.00
10c	DCA Crosstalk XVI v3.x		One Each	\$108.00
10d	DCA Crosstalk Mk4 v2.x		One Each	\$145.00
10e	FTP - PC/TCP v2.15 - Single User License w/ Vendor Support		One Each	\$145.00
10f	SPC Harvard Graphics v3.0 for DOS		One Each	\$367.00
10g	SPC Harvard Graphics v3.0 for Windows		One Each	\$261.00
10h	Lotus 1 - 2 - 3 v3.4		One Each	\$360.00
10i	Lotus 1 - 2 - 3 v(x) Upgrade to 3.4		One Each	\$89.00
10j	Microsoft DOS v6.0 Upgrade		One Each	\$51.00
10k	Microsoft Windows v3.1		One Each	\$88.00
10l	Microsoft Windows Upgrade v3.0 to v3.1		One Each	\$49.00
10m	Microsoft Access for Windows v1.x		One Each	\$289.00
10n	PC Anywhere Remote		One Each	\$85.00
10o	PC Anywhere for Hosts		One Each	\$70.00
10p	Perisoft Smarterm 4xx		One Each	\$120.00
10q	Procomm Plus v2.x		One Each	\$72.00
10r	Procomm Plus v1.x for Windows		One Each	\$90.00
10	SOFTWARE	C.5.3		
(Cont.)	<i>Local Area Network Software</i>			
10t	Brightworks Net Remote * 100 Users		One Each	\$285.00
10u	Borland Paradox for DOS: 10 - Users * Single		One Each	\$255.00
10v	Borland Paradox for Windows - LAN * Single		One Each	\$255.00
10w	DCA Crosstalk Mk.4 LAN: 4 User Pack		One Each	\$728.00
10x	Frye Network Early Warning		One Each	\$307.00
10y	SPC Harvard Graphics v3.0 LAN License Pack		One Each	\$319.00
10z	SPC Harvard Graphics v3.0 Manual		One Each	\$28.00
10aa	Lotus 1 - 2 - 3 v3.4 License		One Each	\$317.00
10ab	Lotus 1 - 2 - 3 v3.4 Additional Doc Pack		One Each	\$38.00
10ac	Lotus 1 - 2 - 3 v1.1 Windows Server		One Each	\$322.00
10ad	Lotus 1 - 2 - 3 v1.1 Windows Node		One Each	\$295.00
10ae	Lotus 1 - 2 - 3 v1.1 Windows License		One Each	\$213.00
10af	Netshield - Site License (30+ Servers)		One Each	\$286.00
10ag	Novell Netware v3.11 Upgrade to v4.0: 250 User		One Each	\$6,490.00
10ah	Novell Netware v3.11 Upgrade to v4.0: 100 User		One Each	\$2,524.00
10ai	Novell Netware v4.0: 100 User		One Each	\$4,969.00
10aj	Novell Netware v4.0: 250 User		One Each	\$8,868.00
10ak	WordPerfect v5.2 for Windows		One Each	\$275.00
10al	WordPerfect v5.2 for Windows Addl Lic w/Doc		One Each	\$191.00
10ao	WordPerfect Office v4.0 * Server Pack		One Each	\$152.00
10ap	WordPerfect Office v4.0 Manual		One Each	\$22.00
10aq	WordPerfect Office v3.1 to v4.0 Upgrade: Single Lic		One Each	\$24.00
10ar	WordPerfect v6.0		One Each	\$255.00
10as	WordPerfect v6.0 Manual		One Each	\$22.00
10at	WordPerfect v5.1 to v6.0 Upgrade		One Each	\$93.00
10au	WordPerfect v5.1 to v6.0 Upgrade 20 user LAN		One Each	\$1,122.00

B.3 - ITEMS & PRICES

NUCLEAR REGULATORY COMMISSION SCHEDULE B.3					
		ON-SITE and ON-CALL SUPPORT SERVICES			
		The Government Support Services minimum is \$1,143,919.00			
		The Government Support Services maximum is \$4,194,087.00			
CLIN	DESCRIPTION	Number of Hours	Est. Cost	Fixed Fee	Contract Total
11	HARDWARE, SOFTWARE and MAINTENANCE SUPPORT				
11a & b	On-Site and On-Call Support Services	100,800	\$3,547,035	\$266,028	\$3,813,063
11c	Spare Parts (includes 12% G&A)				\$1,444,800
11d	Travel				\$7,500

**B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS**

- (a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$18,795,099.00. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
- (b) The amount presently obligated with respect to this contract is \$7,320,000.00. The Contracting Officer may issue orders for work up to that amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amounts(s) paid and payable to the Contractor equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer increases the obligated amount. Any work undertaken by the Contractor in excess of the obligated amount specified above is done at the Contractor's sole risk. See Clause B.6 for the Cost Reimbursable portion of this contract.

**B.5 TEMPORARY OR PERMANENT PRICE REDUCTIONS ( PRICE NOTICE)**

The Contractor shall inform the Contracting Officer and the Project Officer in writing (Price Notice) of any "specials" or existing or impending temporary or permanent price reductions on or directly affecting any product or products on the schedule, and shall make a proposal for a temporary or permanent price reduction on the product(s) so affected (as appropriate), to be negotiated and incorporated into the contract as a modification. This Price Notice and proposal shall be provided soon enough to give the government reasonable time to take advantage of the offer. Delivery times in such circumstances will be the same as elsewhere provided in the contract, unless the Contractor notifies the Contracting Officer and the PO within five working days of receipt of the delivery order that delivery times may be subject to availability to the Contractor of any components required to meet the order. In that case, the order may be cancelled or the delivery order may be adjusted at the discretion of the Contracting Officer.

The Contractor guarantees that all prices under this contract shall be "most favored customer" prices.

**CLAUSE B.5 LEVEL OF EFFORT - COST-REIMBURSEMENT TERM CONTRACT**

(a) The Contractor shall perform all support services required by the Statement of Work within the level of effort specified. The Government will order 100,800 +/-10% direct labor hours for the contract period of three years, which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) For determining level of effort hours, direct labor includes personnel such as program manager, Senior Planning Analyst, Dispatcher, Computer Assistant, Microcomputer technicians, etc. Support personnel such as company management, typists, etc. will not be considered as part of the level of effort.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the period of performance of three years, an equitable downward adjustment of the fixed fee will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort. However, this additional effort shall not result in any increase in fixed fee.

(d) These terms and conditions do not supersede the requirements of either Clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds".

**CLAUSE B.6 CONSIDERATION AND OBLIGATION -- COST PLUS FIXED FEE**

(a) The total estimated cost to the Government for the CPFF portion of this contract is \$5,265,363, of which the sum of \$4,999,335 represents the estimated reimbursable costs, and of which \$266,028 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimated of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to the CPFF portion of this contract is \$1,318,775 of which \$1,141,920 represents the estimated reimbursable costs, and of which \$85,644 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through September 30, 1994.

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

The U.S. Nuclear Regulatory Commission (NRC) is charged with regulating the commercial use of nuclear materials to assure the health and safety of the public. Increasing regulatory duties coupled with decreasing resources require NRC to continually improve and expand the use of automated information technology. During the past 3 years the Agency has accelerated its commitment to distribute the power of computers to all possible end users. During FY 1993 the Agency completed an effort to provide a personal computer (PC) to each employee for performing assigned duties. These PCs have been interconnected in Local Area Network (LAN) configurations and the LANs have been interconnected into Wide Area Network (WAN) configurations using high-speed router technology, to ensure reliable Agency-wide information exchange and maximize data sharing.

During the years since 1982, when NRC purchased their first microcomputers, the Agency has acquired an inventory of approximately 4,500 microcomputers, 775 laser printers and over 12,000 microcomputer software packages. While NRC was striving to place a microcomputer on the desk of all employees, a large portion of its existing inventory became obsolete. Recognizing this trend, NRC began, in FY 1991, a microcomputer technology refreshment effort. Available funding, however, was at a level insufficient to ever catch up with the number of machines becoming obsolete every year.

In mid FY 1992, NRC's Office of Information Resources Management (IRM) began a Strategic Information Resource Planning effort. This program, with participants from a large cross-section of NRC's staff, Commission and Regional Offices, has produced nine recommended strategic initiatives which have been endorsed by NRC senior managers. One of these initiatives is titled the "Office Automation Workstation Project." The stated objective of this project is to "ensure that the Agency's technology infrastructure (including workstations) is robust, reliable, and capable of supporting current and future needs." Resources have been reprogrammed to replace the NRC's existing obsolete microcomputer inventory and to provide predictable replacement of machines becoming obsolete in the future.

During the past decade NRC has acquired its microcomputer, laser printer, microcomputer software and microcomputer support services from separately negotiated contracts or through GSA Schedule contracts. Consequently, coordinating these acquisitions as well as the performance of the resulting contractors has always been a labor intensive staff effort to ensure that all components arrived at the users' locations (their desks) at the same time. If problems occur, as many as five contractor and NRC staff have to be involved in the resolution. Difficulties arise in deciding whether a hardware or software problem exists. Overall, service to the customer community is fragmented and inefficient.

In support of the strategic Office Automation Workstation Project and to

improve service to its customers, NRC intends to combine its several contracts that independently acquire microcomputer software, desktop and notebook microcomputers, laser printers, and support services into one contract that will furnish hardware and software, burn-in the hardware, install the software, deliver a "turn-key" system to the customer's desk, and provide warranty support for hardware purchased under this contract and maintenance support for all NRC microcomputer hardware when required.

This Contract is not intended to provide special peripheral devices for NRC's disabled employees. These requirements continue to be successfully accommodated through other acquisition strategies, such as requisitions to specific vendors who provide peripheral devices that accommodate the specific disability for which accommodation has been requested. IRM has made frequent use of the General Services Administration document, "Managing Information Resources for Accessibility", Appendix J, as well as their Clearinghouse on Computer Accommodation, to identify available peripheral devices and vendors who supply them. NRC's Working Group for Persons with Disabilities has completed a brochure titled, "Working With People With Disabilities" for distribution inside NRC, that explains the process for requesting and receiving accommodation products.

## C.2 Scope

The Contractor shall furnish microcomputers, laser printers and microcomputer software for the NRC. The Contractor shall perform an analysis of NRC-provided microcomputer inventory reports (annotated to indicate obsolete hardware), to determine the replacement schedule of microcomputers to be procured to achieve the NRC target of a microcomputer inventory that averages only one generation behind the industry standard. Using the results of this analysis, the Contractor shall prepare, for approval, a Microcomputer Replacement Plan for the current fiscal year, and at the beginning of all subsequent fiscal years during the period of performance of this Contract, to confirm what machines will be replaced, in what order and when.

The Contractor shall unpack, assemble and "burn-in" microcomputers and laser printers at their place of business designated for this purpose. The Contractor shall install all requested hardware and upgrade options (memory, adapter cards, etc.) and software on the microcomputers and test their correct operation prior to delivery to an NRC work site. The Contractor shall deliver the fully configured microcomputers, hard copy microcomputer software materials, and laser printers directly to NRC employee workstations (desks) in Headquarters (HQ), and to the designated receiving point in the Regions. The Contractor shall unpack, assemble, and place into active service the items delivered to the HQ employee's desk. The Contractor shall be responsible for disassembling and moving to other HQ NRC work sites any identified microcomputer hardware.

The Contractor shall be responsible for performing and completing warranty repairs or providing the user with replacement hardware, with the same



characteristics, and configuration, or better, as the faulty hardware, within 8 workhours of notification and confirmation of failure.

The Contractor shall be responsible for performing and completing microcomputer hardware troubleshooting and maintenance repairs or providing the user with replacement hardware, with the same characteristics and configuration as the faulty hardware, within 8 workhours of notification for any NRC owned microcomputer hardware not under warranty.

The Contractor shall install NRC provided microcomputer hardware or software upgrades on HQ microcomputers at the employee's workstation. The Contractor shall maintain relevant data in the Agency's automated Configuration Management System used to manage all NRC microcomputer hardware and software information.

This Contract is not intended to provide special peripheral devices for NRC's disabled employees.

The specific tasks associated with this scope of work are discussed in detail in Sections C.4, "General Requirements," and C.5, "Specific Requirements."

### C.3 Description of Current Environment

Performance of the tasks associated with this Contract may require Contractor activity at any of the locations contained in Table 1 of Section C. NRC may add or subtract from this list of locations at any time during the performance of this contract as a contract modification.

#### C.3.1 Headquarters Staff Locations

The NRC has approximately 3,400 employees. About 2,400 of these are located at HQ in the Washington, DC, Metropolitan area. HQ NRC is comprised of the One White Flint North (OWFN) building and the Nicholson Lane (NL) North and South buildings in Rockville, MD; the Phillips (Phil), Woodmont, Maryland National Bank (MNBB), and East-West West (EWW) Towers buildings in Bethesda, MD; and Washington, DC, offices on "L" Street. About 1500 employees are in the OWFN building; the remaining 900 HQ personnel are scheduled to be consolidated into a second building, Two White Flint North (TWFN) adjacent to the OWFN building, in calendar year 1994. NRC also has microcomputer hardware and software resources located at local contractor offices. See Table 1 for listing of all building locations.

#### C.3.2 Regional Staff Locations

The NRC has five Regional Offices which are located in King of Prussia, PA (Region I), Marietta, GA (Region II), Glen Ellyn, IL (Region III), Arlington, TX (Region IV), and Walnut Creek, CA (Region V). A field office is located in Denver, CO, and a Technical Training Center is

located in Chattanooga, TN. The NRC also has Resident Inspectors at each of the 87 nuclear power reactor facilities located throughout the United States.

### C.3.3 Current Microcomputer Hardware and Software Environment

The NRC presently has installed approximately 4,500 microcomputers (IBM or compatible). An estimated 2,200 of these are candidates for immediate replacement because of their age and inability to execute current technology applications.

NRC's microcomputer environment is primarily DOS based, with a relatively small but increasing number of UNIX platforms (e.g., SUN and DEC). Software programs include WordPerfect Office 3.1 (including WordPerfect Mail), WordPerfect 5.1, Lotus 1-2-3, dBase III Plus and IV, Paradox, Clipper, Harvard Graphics, DrawPerfect, Basic, Turbo, Fortran, Pascal, Crosstalk XVI and Mk.4, Smarterm 400, Carbon Copy and PC Anywhere. The Contractor shall be responsible for support services within this environment as described in Section C.5.4.b.

### C.3.4 Current Local Area Network (LAN) Environment

The NRC's LANs are configured as 16 Mbps Token Rings using a physical star topology on twisted pair cable (IBM Type 1). To facilitate network management and reliability, the Agency uses active concentrators for connecting workstations to the network. This design provides a migration path for implementing high speed data communications such as Fiber Distributed Data Interface (FDDI) or Asynchronous Transfer Mode (ATM). The Contractor shall coordinate support services under this Contract with those provided under separate contract within the networked environment.

## C.4 General Requirements

### C.4.1 Contractor-Furnished Resources

The Contractor shall furnish all necessary personnel, supervision, services, facilities, hardware and software to successfully meet the requirements set forth in this Contract. Contractor facilities shall be located within 50 miles of the NRC's White Flint North complex to ensure that response times are met as noted for the various support services under this Contract.

### C.4.2 Government-Furnished Resources

The NRC shall provide onsite office space and furnishings (including telephone) to those few Contractor personnel whose onsite workplace must be in NRC offices (i.e., Project Manager). Office supplies and tabletop equipment will not be provided by the NRC. However, the onsite employees may utilize local photocopy and/or facsimile transmission capabilities on a limited basis.

The NRC will provide a complete set of microcomputer hardware and software inventory listings to the Contractor within 10 workdays of Contract award for their use in scheduling yearly hardware replacements, location of hardware that the Contractor may be called upon to upgrade, description and distribution of microcomputer software packages, and access to the information that they shall maintain in the Agency's Configuration Management System. The NRC will identify to the Contractor the microcomputers that are considered obsolete as of the beginning of this Contract. These microcomputers must be replaced first.

The NRC will provide to the Contractor fully configured hardware and software components to serve as their "Test LAN" environment within 20 workdays of Contract award. The Contractor shall use this environment for burn-in activities described in Section C.5.4.a.2.

#### C.4.3 Hardware and Software Procurement

The Government will furnish all components defined in Table 2 to the Contractor for installation or integration, as defined in Section C.5.4.

The Contractor shall provide all of the hardware, software and options described in Sections C.5.2 and C.5.3. The Contractor shall adhere to all applicable Government rules and regulations in any procurement made as a Government agent.

The Contractor shall scan all microcomputers after installation of all required software and certify them to be free from known viruses.

#### C.4.4 Contractor Assembly, Burn-in, and Configuration Facilities

In accordance with clause H.3, all components ordered by the Contractor for the NRC shall be the property of the Contractor until such time as they have passed all tests, been loaded with the proper software, and successfully delivered to and accepted by the NRC. The Contractor shall be apprised of the NRC barcode inventory control tag that is affixed to all purchased hardware after acceptance at the NRC work site (see Section C.5.2.d); the Contractor shall be responsible for updating the appropriate inventory control paperwork (see documentation described in Sections C.5.4.a.2 and C.5.4.a.3) and for entering the appropriate information into the Agency's Configuration Management System (see Section C.5.4.c). The Contractor shall provide a facility wherein all hardware and software components can be assembled, stored, warranty repaired, tested and burned-in. The NRC may conduct site visits to the Contractor facility at any time during the period of performance of this Contract, after providing prior notice to the Contractor.

#### C.4.5 Contractor Personnel Security Clearances

Contractor personnel assigned to this Contract shall be cleared by NRC Security for unescorted access within NRC buildings. Each Contractor

employee shall be required to submit security forms (either NRC and/or GSA) for this purpose. No Foreign Nationals may be presented for security processing.

## C.5 Specific Requirements

### C.5.1 Project Management, Personnel and Administration

The Contractor shall provide qualified, and fully trained personnel, as discussed in Section C.6, to perform all support services and warranty activities as defined in Sections C.5.4 and C.5.5. The Contractor's personnel shall act in a courteous, responsive, and professional manner at all times. It shall be the responsibility of the Contractor to develop, implement, and maintain a training program to ensure that key personnel maintain a current knowledge of the hardware and software technology provided by, and supported through, this Contract.

The Contractor shall maintain continuous availability of all key personnel who are required for successful performance of the work described in this Contract. The Contractor shall ensure that key personnel and backup personnel are committed to perform the services during the performance hours as described in Section C.5.6.

The Contractor shall refer to Section H.2, Key Personnel, for the listing of all personnel committed to perform the work under this Contract. The Contractor shall ensure that all such personnel are provided a copy of the Statement of Work (Section C of this Contract) prior to commencement of work and are familiar not only with the objectives of this Contract but also with the basic skills, functional responsibilities and experience required for the assigned position. Prior to the Contractor's removal of such personnel from this Contract, the Contractor shall submit to the NRC Contracting Officer for approval the resume (refer to format in Section C.6) of a qualified replacement (refer to Section H.2).

The Contractor shall be responsible for supplying: anti-static bracelets or other wrist-type grounding straps, which shall be worn when performing microcomputer hardware burn-in, installation, upgrades, warranty or maintenance activities; current virus detection software; burn-in software described in Section C.5.4.a.2; and tools, carts and vehicles for moving and transporting hardware and software to, within and between NRC and Contractor buildings.

The Contractor shall have available, on-call, additional qualified technicians to meet peak workload requirements. One extra technician shall be available, on-call, with 2 hour notice, and as many as six additional technicians shall be available, on-call, with 2 day notice for evening or weekend work to support hardware deinstall/reinstall requirements arising from major NRC organizational moves, or other emergencies. The technicians shall possess the basic skills and the level of experience necessary to perform the functional responsibilities

as outlined in Sections C.5.4 and C.5.5.

### C.5.2 Hardware Acquisition

This Section identifies the components and features that shall be incorporated into the desktop microcomputers, notebook microcomputers and laser printers. The Contractor shall provide and support, according to Sections C.5.4 and C.5.5, all of the required hardware and options. The Contractor shall be responsible for ensuring that all desktop and notebook microcomputers and laser printers work correctly and according to manufacturers' guidelines and NRC technical direction.

The Contractor shall ensure that the desktop and notebook microcomputer system units are completely assembled (RAM, disk drives, and adapters installed) upon arrival at the NRC. The Contractor shall not perform onsite (NRC location) assembly. For desktop microcomputers, the Contractor installation personnel shall only have to remove the fully configured system unit, keyboard and monitor from their boxes and connect the keyboard and monitor cables, power cords, and data communications and printer cables, if any, at the NRC work site (user's location). For notebook microcomputers, the Contractor shall deliver the fully configured units to a central NRC work site location where NRC personnel will prepare the necessary sensitive property documentation (Form 119).

The Contractor shall ensure that the laser printers are completely assembled (memory options and network interface card, as applicable, installed) upon arrival at the NRC work site. Contractor installation personnel shall only have to remove the printer from the box, connect the power cord and printer cable, as applicable, prepare and insert the toner cartridge, insert the font cartridge(s) and insert the paper trays which shall contain enough paper to perform a self test and font printout.

The Contractor shall ensure that every desktop and notebook microcomputer system provided under this Contract has the latest version of Microsoft (MS) DOS (no older than version 6.0) installed and operational on the hard disk drive. Additionally, the Contractor shall ensure that the latest version of MS Windows (no older than version 3.1) is installed and operational on all desktop microcomputer hard disk drives.

The Contractor shall ensure that all hardware functions correctly and meets the specifications and requirements of this Contract. The specifications and requirements do not exclude any components or features provided by the original hardware manufacturer as a standard feature of a desktop or notebook microcomputer or laser printer.

The Contractor shall ensure that all hardware acquired through this Contract is compliant with the Government's "Energy Star" energy efficiency program.

The Contractor shall repair or replace within 8 workhours any hardware

not operational upon arrival at an NRC work site. If hardware remains unusable due to a hardware malfunction, through no fault or negligence of the Government, for a period longer than 8 consecutive workhours, credits shall accrue to the Government as described in Section C.5.5.

#### C.5.2.a Desktop Microcomputers

##### System Units

The system units shall have FCC Class B certification and shall be UL-listed.

The system units shall have a detachable power cord. The power cord must have a grounding plug, which complies with NEMA 5-15P. The minimum length of the power cord shall be 5 feet.

The system units power supplies shall be sufficient to supply power for all system components, including an adapter in each slot.

The system units shall have an automatic power-on self test to detect errors. If the power-on test gives an error number, a guide must be provided to explain the number(s).

The system units shall have a built-in real-time clock/calendar with battery back-up. The battery shall be a single, independent, replaceable unit.

The system units shall have two RS-232C compatible serial ports with either 9-pin or 25-pin D-shell male connector.

The system units shall be equipped with two high-density floppy disk drives with drive activity light on each drive (one 5.25-inch 1.2 megabyte (MB) disk drive and one 3.5-inch 1.44MB disk drive). The 3.5-inch 1.44MB drive shall be installed as Drive A.

The following adapters shall work properly in the system units when installed individually or together:

- Madge (or equal) Token Ring 16/4 Network Adapter
- IBM 3278/79 Emulation Adapter

The system units shall be equipped with the following:

- One Centronics parallel port

- Keyboard port

- U.S. English keyboard in QWERTY layout with 101 keys including 12 function keys; indicator light for CAPS LOCK, NUM LOCK, and SCROLL LOCK keys; and a detachable coiled cable

IBM PS/2 compatible mouse port

One IBM PS/2 compatible mouse shall be provide with each system delivered.

#### Software

Each system shall include:

The latest version of MS-DOS (no older than version 6.0), installed with accompanying diskettes and manuals

The latest version of MS Windows (no older than version 3.1), installed, with accompanying diskettes and manuals

All mouse system software and drivers for software programs that have mouse capability and that are specified in this Contract.

System setup software that shall have the capability to protect unauthorized access to the system unit by the creation of a:

System Password for data protection by denying access to the PC and allowing the system to boot only after the user enters the valid password.

Keyboard Password for locking and unlocking the keyboard without turning off the system unit.

#### Warranty

All hardware and components shall be covered by a minimum 1-year on-site parts and labor warranty. Specific additional provisions of the NRC's requirements relative to warranty repairs and Contractor performance and response are discussed in detail in Section C.5.5. At expiration of the warranty period, the Contractor shall ensure that repair parts are readily available to the NRC for maintenance of the hardware for a period of 5 years.

#### Software Compatibility

The Contractor shall ensure that the commercially available software programs listed below correctly execute under control of PC or MS DOS version 6.0 or higher on the microcomputers to be supported.

Borland dBase III Plus  
Borland dBase IV  
Borland Paradox  
Borland Quattro Pro  
Command Center by Pilot Executive Software, Inc.  
Databridge by Pilot

DCA Crosstalk XVI  
DCA Crosstalk Mk.4  
Interview by Pilot  
IBM 3270 Entry Level Emulation  
Lotus 1-2-3  
Persoft SmarTerm 400  
Pilot Advantage  
Pilot Dimension  
Pilot EIS  
Software Publishing Harvard Graphics  
WordPerfect

#### Documentation

The Contractor shall provide to the NRC three copies of the technical reference manual for the desktop microcomputer systems purchased under this Contract.

The Contractor shall ensure that each desktop microcomputer has a system setup guide and operations manual. The Contractor shall ensure that this documentation fully describes the setup procedures and system operational characteristics.

#### C.5.2.a.1 Desktop System # 1

The Contractor shall ensure that these desktop microcomputer systems meet the following specifications:

Intel (or 100% compatible) 486DX/33 megaHertz (MHz) microprocessor (operating at 33 MHz), 8Kb internal RAM cache and internal math co-processor.

Super VGA with 1MB video memory integrated on the motherboard or provided as an adapter supporting 1,024x768 non-interlaced resolution.

At least three available full-sized 16-bit expansion slots after the installation of required adapters and features.

Minimum of 8MB (70ns or faster) installed random access memory (RAM) with RAM expansion capability to 32MB, using SIMM sticks. RAM can be installed either on the mother board in combination with or on an add-in memory board that can support the maximum installed RAM. Any RAM installed on the add-in memory board must be accessed at the same speed as RAM on the motherboard.

One hard disk drive with an average access time of 18 milliseconds or less. The hard disk drive shall have formatted capacity of at least 200MB. The system unit shall have a hard drive activity light. The hard disk drive shall have a park-and-lock feature for



the drive heads.

#### Monitor

The monitor shall have FCC Class B certification and shall be UL-listed.

A 14-inch SVGA color display with .28 millimeter or finer dot pitch resolution shall be provided with each system. The display shall have a maximum non-interlaced resolution of at least 1,024 x 768 with vertical refresh rate at 72 Hz. The monitor shall have the following user controls: power on/off switch, brightness, contrast, vertical and horizontal size and position. The cable connector shall be compatible with the SVGA port on the motherboard. The monitor shall have a detachable power cord. The power cord shall have a grounding plug that complies with NEMA 5-15P. The minimum length for the power cord shall be 6 feet. The monitor shall have a base with tilt-and-swivel capabilities, provided as a separate monitor stand if necessary.

#### C.5.2.a.2 Desktop System # 2

The Contractor shall ensure that these desktop microcomputer systems meet the following specifications:

Intel (or 100% compatible) 486DX2/66-MHz microprocessor (operating at 66 MHz) with 8K internal RAM cache and 256K four-way set-associative, write-back external RAM cache.

Super VGA with 1MB video memory integrated on the motherboard or provided as an adapter supporting 1,024x768 non-interlaced resolution.

Minimum of 16MB (80ns or faster) installed random access memory (RAM) with RAM expansion capability to 32MB, using SIMM sticks. RAM can be installed either on the motherboard in combination with or on an add-in memory board that can support the maximum installed RAM. Any RAM installed on the add-in memory board must be accessed at the same speed as RAM on the motherboard.

At least three available full-sized 32-bit EISA expansion slots after the installation of required adapters and features.

One hard disk drive with an average access time of 18 milliseconds or less. The hard disk drive shall have formatted capacity of at least 400MB. The system unit shall have a hard drive activity light. The hard disk drive shall have a park-and-lock feature for the drive heads.

Monitor

The monitor shall have FCC Class B certification and shall be UL-listed.

A 15-inch SVGA color display with .28 millimeter or finer dot pitch resolution shall be provided with each system. The display shall have a maximum non-interlaced resolution of at least 1,024 x 768 with vertical refresh rate at 72 Hz. The monitor shall have the following user controls: power on/off switch, brightness, contrast, vertical and horizontal size and position. The cable connector shall be compatible with the SVGA port on the motherboard. The monitor shall have a detachable power cord. The power cord shall have a grounding plug that complies with NEMA 5-15P. The minimum length for the power cord shall be 6 feet. The monitor shall have a base with tilt-and-swivel capabilities, provided as a separate monitor stand if necessary.

C.5.2.a.3 Options

The Contractor shall ensure that the following options are available for installation with Desktop System # 1 or # 2, or as separate orders for installation in or with existing NRC desktop microcomputers:

Memory

Add-in memory expansion board.

4MB memory kit (four 1MB SIMM sticks) operating at 80ns.

4MB memory kit (four 1MB SIMM sticks) operating at 70ns or faster.

Hard Disk Drives

400MB hard disk drive with average access times of 18 milliseconds or less.

680MB hard disk drive array with average access times of 18 milliseconds or less.

Network Interface Card

16/4 Token Ring Network Interface Card with at least five interrupt settings.

Display Monitors

A 15-inch SVGA color display with .28 millimeter or finer dot

pitch resolution. The display shall have a maximum non-interlaced resolution of at least 1,024 x 768 with vertical refresh rate at 72 Hz. The cable connector shall have a DB 15-pin input connector. The monitor shall have the following user controls: power on/off switch, brightness, contrast, vertical and horizontal size and position. The monitor shall have a detachable power cord. The power cord shall have a grounding plug that complies with NEMA 5-15P. The minimum length for the power cord shall be 6 feet. The monitor shall have a base with tilt-and-swivel capabilities, provided as a separate monitor stand if necessary.

A 17-inch multisync, flat-screen color display with .28 millimeter or finer dot pitch resolution. The display shall have a maximum non-interlaced resolution of at least 1024 x 768 with vertical refresh rate at 72 Hz and at least 1280x1024 with vertical refresh rate up to 74Hz. The cable connector shall have a DB 15-pin input connector. The monitor shall have the following user controls: power on/off switch, brightness, contrast, vertical and horizontal size and position. The monitor shall have a detachable power cord. The power cord shall have a grounding plug that complies with NEMA 5-15P. The minimum length for the power cord shall be 6 feet. The monitor shall have a base with tilt-and-swivel capabilities, provided as a separate monitor stand if necessary.

A 20-inch multisync/multiscan, flat-screen color display with .28 millimeter or finer dot pitch resolution. The display shall have a maximum non-interlaced resolution of at least 1024 x 768 with vertical refresh rate at 72 Hz and at least 1280x1024 with vertical refresh rate up to 74Hz. The cable connector shall have a DB 15-pin input connector. The monitor shall have the following user controls: power on/off switch, brightness, contrast, vertical and horizontal size and position. The monitor shall have a detachable power cord. The power cord shall have a grounding plug that complies with NEMA 5-15P. The minimum length for the power cord shall be 6 feet. The monitor shall have a base with tilt and swivel capabilities, provided as a separate monitor stand if necessary.

#### C.5.2.b Notebook Microcomputers

This Section identifies the features required for a notebook microcomputer. The Contractor shall provide and support all of the hardware and software identified, including the latest version of MS-DOS (no older than version 6.0) as an operating system on the systems purchased. The Contractor shall accept full responsibility for ensuring that each notebook microcomputer functions correctly and meets the specifications stated in this Section.

The portable notebook microcomputer shall include a carrying case, an AC power adapter/charger and an extra battery pack as a complete unit. The mandatory requirements do not exclude any components or features provided by the original hardware manufacturer as a standard feature of a system.

The travel weight shall not be greater than 8 pounds.

The systems shall have an automatic power-on self test to detect errors. If the power-on test gives an error number, a guide must be provided to explain the number(s).

The systems shall have one 3.5-inch 1.44MB internal floppy disk drive with drive activity light.

The systems shall have a built-in real-time clock/calendar with battery back-up. The battery shall be a single, independent, replaceable unit.

The systems shall include the following standard interfaces:

- One RS-232C compatible serial port

- One Centronics parallel port

- One IBM PS/2 style connector for external VGA monitor

- One IBM PS/2 style connector for external 101-key keyboard or pointing device (mouse)

- One power port

- Two PCMCIA Type II expansion slots for modems, fax/modems, and network connectivity.

The systems shall have a keyboard with at least 79 keys providing all the capabilities of a 101-key keyboard.

The systems shall have a removable internal rechargeable battery pack rated for at least 3 hours continuous battery power.

The systems shall have auto-sensing 110 to 230 VAC power supply.

The systems shall have a low battery power indicator, LED indicators for Scroll lock, NUM lock, and CAP lock.

One ball-point or built-in roller-ball mouse shall be provided with or be a part of each system delivered.

#### Software

Each system shall include:

The latest version of MS-DOS (no older than version 6.0), installed, with accompanying diskettes and manuals

The latest version of MS Windows (no older than version 3.1), installed, with accompanying diskettes and manuals

All mouse system software and drivers for software programs that have mouse capability and that are specified in this Contract

Power Management Software.

Manufacturer specific utilities.

#### Warranty

All hardware and components shall be covered by a minimum 1-year onsite parts and labor warranty. Specific additional provisions of the NRC's requirements relative to warranty repairs and Contractor performance and response are discussed in detail in Section C.5.5. At expiration of the warranty period, the Contractor shall ensure that repair parts are readily available to the NRC for maintenance of the hardware for a period of 5 years.

#### Documentation

The Contractor shall provide three copies of the technical reference manual for the notebook microcomputers purchased under this Contract.

The Contractor shall provide a system setup guide and operations manual with each system and shall fully describe setup and system operations.

#### **C.5.2.b.1 Notebook System # 1**

The Contractor shall ensure that these notebook microcomputer systems meet the following specifications:

Intel (or 100% compatible) 486SL, 25-MHz 3.3 volt microprocessor (operating at 25 MHz), internal math coprocessor and 8K internal RAM cache.

A monochrome screen with at least 640x480 VGA resolution, 45 degree viewing angle and 9.5-inch diagonal viewing area, with simultaneous display capability to the external video port. The screen shall have an adjustable viewing angle with adjustable contrast and brightness controls.

A minimum of 4MB standard installed random access memory (RAM)

with RAM expansion capability to 32MB.

One hard disk drive with an average access time of 18 milliseconds or less. The hard disk drive shall have formatted capacity of at least 120MB. The system shall have a hard disk drive activity light. The hard disk drive shall have a park-and-lock feature for the drive heads.

#### C.5.2.b.2 Notebook System # 2

The Contractor shall ensure that these notebook microcomputer systems meet the following specifications:

Intel (or 100% compatible) 486SL, 25-MHz 3.3 volt microprocessor (operating at 25 MHz), internal math coprocessor and 8K internal RAM cache.

A passive matrix color screen, 25 degree horizontal viewing angle and 256 simultaneous colors, with simultaneous display capability to the external video port. The screen shall have an adjustable viewing angle with adjustable contrast and brightness controls.

A minimum of 8MB installed random access memory (RAM) with RAM expansion capability to 32MB.

One hard disk drive with an average access time of 18 milliseconds or less. The hard disk drive shall have formatted capacity of at least 200MB. The system shall have a hard disk drive activity light. The hard disk drive shall have a park-and-lock feature for the drive heads.

#### C.5.2.b.3 Options

The Contractor shall ensure that the following options are available for installation with Notebook System # 1 or # 2, or as separate orders for installation in or with existing NRC notebook microcomputers:

Universal power cord

Additional battery pack

PCMCIA PC Card data/fax modem

PCMCIA PC Card Token Ring Network Adapter

#### C.5.2.c Laser Printers

The Contractor shall ensure that each laser printer purchased under this Contract has a 10-foot parallel printer cable, a toner cartridge,

and a power cord appropriate for the printer. The Contractor shall ensure that each laser printer has all operations manuals normally provided by the manufacturer. The Contractor shall provide to the NRC one copy of the operations manual for the laser printers purchased under this Contract.

The Contractor shall ensure that each laser printer has 2MB of memory installed unless otherwise specified, and that memory options and/or a network interface card is installed prior to delivery to the NRC work site (see Section C.5.4). The Contractor shall identify a laser printer with additional memory and/or a network interface card by marking the outside of the printer packing box and enter the identifying information into the Agency's Configuration Management System.

The Contractor shall provide a minimum 1-year on-site parts and labor warranty for all laser printers purchased under this Contract. Specific additional provisions or the NRC's requirements relative to warranty repairs and Contractor performance and response are discussed in detail in Section C.5.5. At expiration of the warranty period, the Contractor shall ensure that repair parts are readily available to the NRC for maintenance of the hardware for a period of 5 years.

#### C.5.2.c.1 Laser Printer # 1

The Contractor shall ensure that these laser printers meet the following specifications:

Print Method: Laser Diode or Electrophotography

Resolution: 600 x 600 dots per inch (dpi) plus Resolution Enhancement Technology and microfine toner

Print Speed: up to 17 pages per minute rated engine speed

Print Volume: at least 50,000 pages per month duty cycle

Accepts Print Media: Copier, bond, recycled paper, transparencies designed for laser printers, envelopes, labels designed for laser printers.

Accepts Paper Size: Letter - 8.5 x 11", Legal - 8.5 x 14"

Resident Fonts: 45 internal Scalable typefaces (10 True-Type/35 Intellifont); 27 Symbol Sets for TrueType typeface and 32 internal symbol sets for Intellifont typefaces; 2 typeface Cartridge Slots

Must be able to access both internal and external fonts during the same WordPerfect 5.1 session.

Minimum fonts supported (with font cartridge if needed):

Courier 10cpi  
Courier 12cpi  
Letter Gothic 12cpi  
Letter Gothic 12cpi Bold  
Letter Gothic 12cpi Italic  
Letter Gothic 27.27cpi  
Prestige Elite 12cpi  
Prestige Elite 12cpi Bold  
Prestige Elite 12cpi Italic  
Prestige Elite 16.6

Paper Handling: Two 500-sheet input trays

Optional Duplex printing

Cassette Options: Letter size, Legal size,

Memory: 2MB standard RAM, expandable to 34MB

Interfaces: Bi-Tronics parallel, and two modular I/O expansion slots

Languages: 100% Enhanced PCL5 printer language with macros capabilities

Print Orientation: Portrait, landscape, reverse portrait and reverse landscape

Regulatory Compliances: FCC Class B certified and UL-listed.

#### C.5.2.c.2 Laser Printer # 2

The Contractor shall ensure that these laser printers meet the following specifications:

Print Method: Laser Diode or Electrophotography

Resolution: 600 x 600 dots per inch (dpi)

Print Speed: up to 8 pages per minute rated engine speed

Accepts Print Media: Copier, bond, recyclable paper, transparencies designed for laser printers, envelopes, labels designed for laser printers

Accepts Paper Size: Letter - 8.5 x 11", Legal - 8.5 x 14", and # 10 Envelope, Monarch



Resident Fonts: 45 internal Scalable typefaces (10 True-Type/35 Intellifont); 27 Symbol Sets for TrueType typeface and 32 internal symbol sets for Intellifont typefaces; 2 typeface Cartridge Slots

Must be able to access both internal and external fonts during the same WordPerfect 5.1 session.

Minimum fonts supported (with font cartridge if needed):

- Courier 10cpi
- Courier 12cpi
- Letter Gothic 12cpi
- Letter Gothic 12cpi Bold
- Letter Gothic 12cpi Italic
- Letter Gothic 27.27cpi
- Prestige Elite 12cpi
- Prestige Elite 12cpi Bold
- Prestige Elite 12cpi Italic
- Prestige Elite 16.67cpi

Input Cassette Capacity: 100 sheet multi-purpose tray and 250 sheet paper tray

Cassette Options: Optional 500-sheet paper tray -- Letter size, Legal size tray

Memory: 2MB, expandable to 34MB

Interfaces: Bi-Tronics parallel, and two modular I/O expansion slots

Languages: 100% Enhanced PCL5 Printer language with macros capabilities

Regulatory Compliances: FCC Class B certified and UL-listed.

#### C.5.2.c.3 Options

The Contractor shall ensure that following options are available for installation with Laser Printer # 1 or # 2, or as separate orders for installation in or with existing NRC laser printers:

- 4MB memory module

- Legal size paper tray for Laser Printer #1
- Legal size paper tray for Laser Printer #2

- Token Ring Network Interface Card

- Duplex Unit

Adobe's PostScript Level 2 language

#### C.5.2.d Hardware Inventory and Government Acceptance

Upon delivery of a hardware order to the Contractor, the Contractor shall burn in the hardware at their facilities according to the procedure described in Section C.5.4.a.2, and shall concurrently notify the NRC Project Officer of the shipment's arrival.

The Contractor shall assemble burn-in documentation as described in Section C.5.4.a.2 as verification that the hardware passed burn-in, and shall assemble all other documentation as noted in Section C.5.4.a.3. A copy of all documentation, including the Contractor's delivery schedule for both NRC HQ and Regional Offices, shall be provided immediately after the burn-in process so that the NRC Property Management Staff can prepare a schedule for inventory tagging. The Contractor shall retain one copy of all documentation as a record of the hardware inventory under this Contract.

When hardware is delivered, successfully installed, and functionally operational at an NRC work site as outlined in Sections C.5.4.a.3 and C.5.4.a.4, it will be accepted in writing by a designee of the NRC Project Officer.

After technical acceptance of hardware at NRC HQ work sites, the NRC Project Officer or designee shall schedule an appropriate time with the NRC Property Management Staff to arrive at the work site and affix NRC inventory tags to the hardware. Regional Office inventory tagging will be scheduled separately. The Contractor shall be apprised of the NRC inventory tag numbers so that they can update the appropriate hardware and software documentation for entry into the Agency's Configuration Management System.

#### C.5.3 Software Acquisition

The Contractor shall provide the required software identified in this Section and the associated support services as identified in Section C.5.4.b. The Contractor shall accept full responsibility for ensuring that all supplied software includes complete sets of manuals and diskettes.

##### Required Software

Borland Dbase III Plus  
Borland Paradox v4.x  
DCA Crosstalk XVI v3.x  
DCA Crosstalk Mk.4 v2.x  
FTP - PC/TCP v2.15 - 50 User License  
SPC Harvard Graphics v3.0 for DOS

SPC Harvard Graphics v3.0 for Windows  
 Lotus 1-2-3 v3.4  
 Lotus 1-2-3 v(xx) Upgrade to 3.4  
 Microsoft DOS v6.0 Upgrade  
 Microsoft Windows v3.1  
 Microsoft Windows Upgrade v3.0 to v3.1  
 Microsoft Access for Windows v1.0  
 PC Anywhere Remote  
 PC Anywhere Upgrade for Hosts  
 Persoft Smarterm 4xx  
 Procomm Plus v2.x  
 Procomm Plus v1.x for Windows  
 WordPerfect v5.1 Standalone  
 Brightworks Net Remote  
 Borland Paradox for DOS: 10 - Users  
 Borland Paradox for Windows - LAN  
 DCA Crosstalk Mk.4 LAN; 4 User Pack  
 Frye Netware Early Warning  
 SPC Harvard Graphics v3.0 LAN License Pack  
 SPC Harvard Graphics v3.0 Manual  
 Lotus 1-2-3 v3.4 License  
 Lotus 1-2-3 v3.4 Additional Doc Pack  
 Lotus 1-2-3 v1.1 Windows Server  
 Lotus 1-2-3 v1.1 Windows Node  
 Lotus 1-2-3 v1.1 Windows License  
 Netshield - Site License (30+ Servers)  
 Novell Netware v3.11 Upgrade to v4.0; 250 User  
 Novell Netware v3.11 Upgrade to v4.0; 100 User  
 Novell Netware v4.0; 100 User  
 Novell Netware v4.0; 250 User  
 WordPerfect v5.2 for Windows  
 WordPerfect v5.2 for Windows Add'l Lic w/Doc  
 WordPerfect v5.1 - 20 User License  
 WordPerfect v5.1 Reference Manual  
 WordPerfect Office v4.0  
 WordPerfect Office v4.0 Manual  
 WordPerfect Office v3.1 to v4.0 Upgrade; Single  
 WordPerfect v6.0  
 WordPerfect v6.0 Manual  
 WordPerfect v5.1 to v6.0 Upgrade

#### C.5.4 Support Services

##### C.5.4.a Microcomputer Hardware

The Contractor shall provide microcomputer hardware services to the NRC in support of the initiative to replace existing obsolete microcomputers, to plan for replacement of hardware that will become obsolete in the future, and to perform maintenance on any NRC microcomputer hardware, as required.

The Contractor shall be responsible for providing offsite setup and test facilities so that all hardware components purchased under this Contract can be assembled, stored, warranty repaired, and burned in immediately upon receipt at the Contractor's facilities. Additionally, these facilities shall provide for maintenance activities for any NRC owned microcomputer hardware, as required. The offsite facilities shall conform to manufacturer standards for appropriate power distribution, ventilation, and space management of the number of systems supported at one time. For the bulk of work to be performed under this Contract, such as the activities listed below, the Contractor shall use the offsite staging facility as a home base. Hardware services to be performed under this Contract include the following activities:

1. Microcomputer Replacement Planning (including purchase, receipt and verification of new microcomputer components, and planning for replacement of identified obsolete hardware),
2. Hardware Burn-In (including documentation) (see also Sections C.5.4.c, Configuration Management and Inventory Control, and C.5.5, Warranty Provisions)
3. Hardware Delivery (including inventory control and installation tracking)
4. Hardware Setup (including installation/deinstallation at NRC work sites; see also Section C.5.4.e, Hardware Moves),
5. Hardware Moves (at HQ NRC work sites),
6. Hardware Upgrades (including installation of options in microcomputers installed at HQ NRC work sites),
7. Hardware Technical Support (see also Sections C.5.4.c, Configuration Management and Inventory Control, and C.5.5, Warranty Provisions), and
8. Hardware Maintenance (including preventive and remedial maintenance and HQ NRC work sites).

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when any of the above activities are performed.

The NRC will identify the specific microcomputers that are obsolete and slated for replacement under this Contract. The Contractor will perform planning analyses based on this information, on individual requests for replacement as approved by the NRC Project Officer, and for hardware purchased from other sources.

Requests for new hardware are submitted in memorandum form to IRM management and/or on Form 530, "Request for Microcomputer or Network System Upgrade and Software." The NRC will provide documentation (e.g., NRC Form 530) for approved requests to the Contractor who shall begin the procurement process for the necessary hardware and associated software (see also Section C.5.4.b, Microcomputer Software). No more than 1 workday shall elapse between the time the

NRC submits the documentation to the Contractor and the beginning of the Contractor's procurement process.

The Contractor shall primarily provide hardware services during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. There are exceptions that require the contractor to provide hardware services during non-PPS time periods, (see Sections C.5.1, C.5.4.a.4, C.5.4.a.5, and C.6) with advance notification. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

#### C.5.4.a.1 Hardware Replacement Planning

The NRC shall provide the Contractor a complete set of microcomputer hardware and software inventory listings for the Contractor's use in determining yearly hardware replacement schedules, location of potential hardware that the Contractor may be called upon to upgrade, and descriptions and distribution of microcomputer software. The NRC will identify the microcomputers that are considered obsolete as of the beginning of this Contract and in each succeeding contract year.

Based on the information provided on the inventory listings, the Contractor shall prepare a Microcomputer Replacement Plan for the current fiscal year, and at the beginning of all subsequent fiscal years during the period of performance of this Contract, that identifies the microcomputers to be replaced, the time period for replacement, and the order of replacement. The Contractor shall use this Replacement Plan to prepare cost estimates supporting this activity. The Contractor shall furnish all necessary personnel and supervision for the services to be performed as identified in this Contract, and shall furnish the necessary offsite staging facilities, hardware and software to successfully meet the requirements of the Replacement Plan and those set forth in this Contract. The Contractor shall also take into account hardware purchased from other sources that is included in replacement activity.

The Contractor shall update the Replacement Plan quarterly (every 3 months) or as directed by the NRC so as to keep the NRC Project Officer apprised of progress made against the current year Replacement Plan. If it is determined that additional microcomputers (system units, monitors, keyboards, mouse systems), peripherals, and/or other hardware such as adapter cards are required in support of a specific project, the NRC will direct the Contractor to procure the required hardware and software. The NRC Project Officer will keep the Contractor apprised of major projects and initiatives that affect the hardware inventory. The Contractor

shall maintain an estimated cost schedule to support this activity.

The Contractor shall conduct site inspection visits to various NRC locations (see Table 1) for the purpose of sampling the installed base of microcomputers scheduled for replacement.

The Contractor shall update relevant portions of the Agency's Configuration Management System. The Contractor shall provide quarterly updates of the Replacement Plan, routine reports (see Section B, Schedule of Deliverables), and ad hoc requests for information and statistics as requested by the NRC Project Officer. The Contractor shall provide personnel who possess the basic skills and level of experience necessary to perform the functional responsibilities for updating the Replacement Plan and the data in the Agency's Configuration Management System, for which they are responsible.

#### C.5.4.a.2 Hardware Burn-in

The NRC requires that each hardware configuration be burned in at the Contractor's offsite staging facility prior to installation at an NRC work site. A hardware configuration can include an entire microcomputer system (system unit, monitor, keyboard) purchased under this Contract or from other sources, any or all adapter cards and peripherals, and other hardware as indicated by the NRC Project Officer. When hardware burn-in at the offsite staging facility is not practical, e.g., for a single internal adapter, the Contractor shall perform test and acceptance procedures at the HQ NRC work site at the direction of the NRC Project Officer or his designee.

To accommodate the burn-in requirements noted in this Contract, the Contractor shall establish, at their offsite setup and test facilities, a small duplicate of a standard NRC installation site for the purpose of testing the network interface card operation in a Token Ring LAN environment.

All hardware ordered by the Contractor for the NRC shall be the property of the Contractor until such time as the hardware has been burned in, delivered to, installed and technically accepted at an NRC work site.

The Contractor shall burn-in complete or partial microcomputer configurations (system unit, monitor, keyboard, peripherals, adapters cards) or laser printers prior to installation at an HQ NRC work site or shipment to a Regional work site as a procedure intended to expose hardware failures before the microcomputers are installed at an NRC work site. The Contractor shall burn-in hardware using a specialized software application such as BurnIn 4.5 from OsoSoft, or similar package proposed by the Contractor, which exercises the microcomputer and peripherals for at least 48 hours

continuously, and which is capable of producing a printout showing pass/fail and other relevant information. This printout must accompany each piece of hardware at time of delivery to an NRC work site.

Upon completion of the burn-in process, the Contractor shall produce a printout of hardware diagnostics, using specialized advanced diagnostic software such as CheckIt Pro or Systems Manifest, which accurately diagnoses the speed and interrupt levels of the microcomputer system and which also indicates pass/fail information. This burn-in documentation shall include the manufacturer's serial numbers, as applicable, of all hardware components, and shall be delivered with the hardware to the specific NRC work site.

As part of the hardware burn-in process, the Contractor shall (a) remove all attached invoices and packaging information, (b) verify that the delivered items exactly correspond to the invoiced items, (c) enter the vendor or manufacturer invoice number in an appropriate log, and (d) provide the invoices and packaging information with the hardware at time of delivery.

See Section C.5.2.d, "Hardware Inventory and Government Acceptance," for Contractor and NRC responsibilities regarding technical acceptance of hardware purchased under this Contract.

As part of the services performed after the burn-in and documentation process, the Contractor shall provide a copy of all warranty information to the NRC Project Officer. The Contractor shall retain the original warranty information (see Section C.5.5, Warranty Provisions) in addition to entering the warranty information into the Agency's Configuration Management System (see Section C.5.4.c).

Burn-in documentation data shall include (a) device serial number as applicable, (b) manufacturer's name, and (c) make/model of the device. This information shall be entered into the Agency's Configuration Management System and other existing tracking system as identified by the NRC, with appropriate invoice or purchase order number as required, and in the format specified for later entry into the Property and Supply System (PASS). See also Section C.5.4.c., Configuration Management and Inventory Control.

#### C.5.4.a.3 Hardware Delivery

The Contractor shall deliver all microcomputer systems and other hardware to NRC HQ work sites and Regional Offices as directed by the NRC Project Officer and designees.

The Contractor shall be responsible for items shipped to their offsite staging facility for delivery to NRC work sites. The

Contractor shall use their offsite facility to burn-in the hardware, load software, and prepare for delivery of complete or partial configurations (microcomputer systems or laser printers). All hardware delivered to NRC work sites shall have a minimum 1-year onsite warranty (see Section C.5.5, Warranty Provisions).

The Contractor is responsible for managing the paperwork related to hardware delivery services, including associated licensing and registration (see Sections C.5.4.b.1 and C.5.4.b.2) and NRC-supplied forms and inventory control listings. The Contractor shall keep the NRC Project Officer apprised at all times of the status of hardware delivery services (see Section B, Schedule of Deliverables).

The Contractor shall, prior to delivery of items to any NRC work site, affix to the inside of each system unit a listing to include manufacturer's serial number; warranty expiration date; type and manufacturer of system board, hard disk controller and all cards and components; model and type of hard drive; rated speed of CPU; DIP switch or jumper settings on all accessory cards; Operating System version and name; BIOS manufacturer, date and size; and CMOS setup information. As applicable, the Contractor shall include identifying information on the network interface card or other adapter card brand and device driver. The Contractor shall affix the above listing to the inside of the system unit so as to avoid damage to any internal components.

The Contractor shall also, prior to delivery of microcomputer systems to any NRC work site, label all ports, including printer, serial, video adapter, network interface, emulation, or other internal board as applicable. See also Section C.5.5, Warranty Provisions.

The Contractor shall deliver fully configured microcomputers with software programs installed, and all peripherals to any NRC work site as defined in Table 1, NRC Building Locations. The Contractor shall ensure that all completed deliveries are entered into the Agency's Configuration Management System for prompt access by the NRC Customer Support Center and Network Control Center.

#### C.5.4.a.4 Hardware Setup

The Contractor shall perform setup activities immediately upon delivering new microcomputers (system units, monitors, keyboards, mouse systems, printers, adapter cards and other peripherals) to HQ NRC work sites. The Contractor shall also provide setup support when existing hardware at HQ NRC work sites require installation and configuration of single-order requests for adapters and/or peripherals, or when warranty repair and/or nonwarranty maintenance has been performed on this existing hardware. The Contractor shall not be required to perform setup activities at Regional Offices.



Hardware setup shall include: (a) assembly and installation of newly delivered microcomputers; (b) relocation and/or reconfiguration of new or existing microcomputers (see also Section C.5.4.a.5, Hardware Moves); (c) disassembly and deinstallation of whole or partial configurations (system unit, monitor, keyboard) and associated devices (peripherals or adapter cards); and (d) connection and test of the full complement of peripherals, internal adapters, software packages (including data communications support), and other components within the HQ NRC work site, especially after warranty repair service or nonwarranty maintenance has been performed.

As noted in (b) above, the Contractor shall perform reconfiguration as part of hardware setup to verify that, after initial installation of a microcomputer, all software packages are operational, all peripherals have been identified correctly to software programs and configured for the appropriate environment (standalone and/or network mode), all data connectivity is operational including telecommunications to in-house and offsite host systems via either hardwired or dialup connections, and that all user applications based on Contractor-installed software packages operate properly. See also Section C.5.4.a.5, Hardware Moves. No more than 2 workhours shall elapse between the time a microcomputer system is installed and the time it is operational and accepted at the NRC work site.

Beginning in approximately April 1994, the NRC will consolidate personnel and equipment from its Bethesda and Rockville, Maryland buildings into its new Two White Flint North building (currently under construction) located in Rockville, Maryland. To support this effort the Contractor shall be required to deinstall approximately 200 microcomputer configurations per weekend, to be identified by the NRC, and wrap the systems and associated peripherals in bubble-wrap, so that they may be moved to the new building by separate NRC move contractors. Upon arrival of the components at the new building work sites the Contractor shall reinstall the microcomputer hardware configurations and verify their functional operation.

It is anticipated that microcomputer deinstallations will begin after the PPS on a Thursday, so that all configurations scheduled to move shall be ready by midday the next day (Friday). The Contractor shall reinstall and test all moved microcomputer hardware configurations prior to the beginning of the PPS on the Monday following the move weekend. It is anticipated that approximately 1,400 total microcomputer configurations will be moved over several weekends.

The Contractor shall ensure that the Agency's Configuration Management System is updated immediately after hardware setup activity is performed. The Contractor shall closely coordinate with

the NRC Customer Support Center and Network Control Center the setup activities under this Contract.

The Contractor shall install hardware adapters and peripherals according to the various manufacturer's instructions and using the guidelines established by the NRC. When performing deinstallation activity during moves and relocations, the Contractor may be requested to recover all or some internal cards in expansion slots for reuse in other microcomputers and/or for return to inventory. Hardware setup shall include test of each microcomputer affected by removal or addition of individual components.

#### C.5.4.a.5 Hardware Moves

The Contractor shall be responsible for physically disassembling and relocating microcomputer systems and peripherals within and between HQ NRC work sites. Hardware moves can include complete configurations (system unit, monitor, keyboard), internal boards/adapters, printers, expansion units and other peripherals, or any combination thereof. The Contractor shall not be required to perform hardware moves at Regional Offices.

The Contractor shall perform hardware moves within and between HQ NRC work sites in different buildings, and shall, consistent with NRC guidance and priorities, schedule relocation activity concurrent with ongoing burn-in, delivery, setup, upgrade and warranty repair or nonwarranty maintenance activities. Unless otherwise notified by the NRC Project Officer, the Contractor shall schedule and complete hardware moves within 2 workdays of notification of the move. If the Contractor damages a component during a move, the Contractor shall repair or replace the component at no cost to the NRC and within the repair times specified in Section C.5.4.a.8. The Contractor shall be responsible for updating the Agency's Configuration Management System within 1 workday of completing hardware moves.

In the performance of moves involving existing microcomputers, the Contractor may be requested to install additional adapters and peripherals, deinstall or upgrade internal components, or recover all adapter cards from expansion slots. This installation, deinstallation and recovery activity shall be performed concurrent with the moves.

The Contractor shall closely coordinate move activity with the NRC Customer Support Center and Network Control Center.

The Contractor shall not consider as a "hardware move" the removal of a microcomputer for warranty service offsite; see Section C.5.5, Warranty Provisions.

The NRC occasionally undertakes large scale microcomputer hardware moves in support of major organizational restructuring. These moves generally occur at night or over weekends (non-PPS). The NRC will inform the Contractor of the scope and required timing of non-PPS moves at least 3 workdays prior to its occurrence. The Contractor shall provide sufficient qualified personnel necessary to support the scope and timing of non-PPS moves; see Section C.5.1.

#### C.5.4.a.6 Hardware Upgrades

The Contractor shall be responsible for installing hardware upgrades and options on new microcomputers purchased under this Contract and on existing microcomputers at HQ NRC work sites. Hardware upgrades shall be installed in accordance with manufacturer's instructions and NRC Project Officer or designee technical direction. The Contractor shall not be required to perform hardware upgrade activity at Regional Offices.

The NRC shall provide, at its discretion, any of the upgrade components identified in Table 2 for installation. NRC reserves the right to add or subtract from this list of components at any time during the performance of this Contract. The NRC may schedule upgrade activity concurrent with other support services provided in this Contract.

#### C.5.4.a.7 Hardware Technical Support

The Contractor shall closely coordinate with the NRC Customer Support Center and the Network Control Center all requests for data disaster recovery (including warranty issues, recovering from hard drive failures as part of nonwarranty maintenance service, etc.); reinstallation or deinstallation of hardware (internal or external), new configurations and reconfigurations including moves and relocations, hardware maintenance and component maintenance history updates, all performance compatibility testing in coordination with other support staff, and special activities as assigned by the NRC Project Officer. The Contractor shall not be required to provide onsite hardware technical support at Regional Offices.

The Contractor shall provide technical support for all hardware purchased under this Contract and for existing NRC owned microcomputer hardware (see Table 3 for sampling), and shall provide qualified personnel who are knowledgeable about the hardware being purchased. For hardware that is under warranty, the Contractor shall conform to the guidelines of Section C.5.5, Warranty Provisions. For hardware purchased from other sources, the Contractor shall closely coordinate technical support with the NRC Customer Support Center and the Network Control Center.

The Contractor shall respond to reported microcomputer hardware

requests from the NRC Project Officer or NRC Customer Support Center within 2 workhours (1/2 hour for priority assignments) of notification by the NRC Project Officer, NRC Customer Support Center, or designees. The Contractor's response can be electronic (e-mail), verbal (telephone), or in person (onsite visit to HQ NRC work site) and, as requested by the NRC Project Officer, shall be in close coordination with the NRC Customer Support Center and Network Control Center. The Contractor shall close out requests within 1 workday of receiving the call; closeout shall be in written form and shall be submitted to the NRC Project Officer, with a copy to the NRC Customer Support Center if the call originated from that area. If the request cannot be resolved within the specified time, the Contractor shall bring this to the attention of the NRC Project Officer. The Contractor shall obtain approval from the NRC Project Officer if the resolution requires procurement of replacement hardware or if the resolution must begin after the PPS.

The Contractor shall respond on an immediate priority basis to special requests as identified by the NRC Project Officer and received from the Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors.

The Contractor shall provide warranty service (see Section C.5.5, Warranty Provisions) for new hardware purchased under this Contract, and shall also provide onsite technical support. The Contractor shall handle all warranty issues within the guidelines established in Section C.5.5 and at the direction of the NRC Project Officer.

#### C.5.4.a.8 Hardware Maintenance

The Contractor shall provide preventive and remedial maintenance services, including troubleshooting and coordination with the Customer Support Desk and Network Control Center, for nonwarranty microcomputer components located at HQ NRC work sites. The maintenance services shall include responding to reported failures and assessing the need for offsite bench work repair; arranging for and providing loaner hardware (see Table 4) and/or identical replacement components while performing offsite bench work; and data disaster recovery. Hardware to be supported is listed in Table 3, "Supported Microcomputer Hardware." The Contractor shall not be required to perform hardware maintenance for Regional Offices.

The Contractor shall perform planned, preventive maintenance for hardware as required by the original hardware manufacturer or as requested by the NRC Project Officer. The Contractor shall work with the NRC Project Officer in the development of a preventive maintenance schedule. The Contractor shall perform preventive maintenance so as to cause minimal hardware downtime. Preventive maintenance shall include, at a minimum, inspection of all major

components on hardware suspected of exhibiting deteriorated performance. These components shall be replaced with components that meet the original specifications and as approved by the NRC Project Officer.

The Contractor shall perform remedial maintenance at all NRC HQ work sites specified in Table 1, within the response time required during the PPS after notification by the NRC Project Officer, NRC Customer Support Center or designee that microcomputer hardware is malfunctioning. The Contractor shall provide continuous technical effort to restore the hardware to its original condition.

Maintenance service does not include repair of damage incurred by the Contractor resulting from accident, transportation between HQ NRC work sites, neglect, misuse, or causes other than ordinary use. Should the NRC make site alterations which adversely affect the maintenance of microcomputer installations, the continuation of maintenance service shall be subject to mutual agreement. If such site alterations create a safety hazard or are in noncompliance with the vendor or manufacturer operating environment specifications for the components to be serviced, the Contractor shall bring this to the attention of the NRC Project Officer. Contractor alterations to microcomputer components and installations shall be made only with the consent of the NRC Project Officer or designee.

Preventive and remedial maintenance service does not include electrical work external to the hardware or the furnishing of external supplies such as ink, toner or font cartridges or printer paper (see Section C.5.4.a.7, Hardware Technical Support). Maintenance also does not include adding, modifying, or removing peripherals such as optical scanners, data modem sets or other telecommunications devices (see Section C.5.4.a.4, Hardware Setup).

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when hardware maintenance involves deinstallation of entire system units or failed hard drives. Maintenance histories of all systems and components shall be entered into the Agency's Configuration Management System for prompt access by the Customer Support Desk and Network Control Center.

The Contractor shall be responsible for supplying replacement parts, new or equal in performance to new, when providing maintenance for any NRC owned hardware component or microcomputer-based peripheral. The Contractor shall maintain an adequate inventory of spare and repair parts sufficient to respond to maintenance response requirements identified below. If used and/or reconditioned/refurbished parts are used as replacement parts, the Contractor shall identify the parts as such with a label and the appropriate documentation and shall provide the same warranty

afforded new materials.

The Contractor shall respond to reported microcomputer hardware problems within 2 workhours (1/2 workhour for priority) of notification. Response and repair time, when added together, shall not exceed 8 workhours (2 workhours for priority). If the component(s) cannot be repaired within this allotted response time, the Contractor shall provide full replacement of the failed component(s), either in the form of temporary identical loaner hardware or a permanent identical replacement component. During the PPS the technician will notify the NRC Project Officer or designee via telephone and/or electronic mail that the service call is completed and that the microcomputer component has been checked and tested and found to be working properly.

Repair time for malfunctioning hardware removed to an off-site Contractor location for bench repair, shall not exceed 2 workdays.

All maintenance history information resulting from any response shall be documented in the Agency's Configuration Management System under the appropriate category. The Contractor shall complete and submit a malfunction incident report to the NRC Project Officer as part of the closeout of maintenance calls. Closeout shall include the date and time the Contractor was notified of the malfunction; date and time of the Contractor's arrival at the NRC work site; type and serial number of the component serviced; chargeable time spent on repair (if applicable); description of the malfunction and the corrective action taken; and a list of replacement parts and/or loaner hardware used, as applicable.

The Contractor shall obtain approval from the NRC Project Officer prior to performing maintenance if (a) the cumulative cost of repairs exceeds the worth of the hardware being repaired, (b) the repair requires removal and replacement of a hard drive, and/or (c) the repair must begin after the PPS to be within the allotted response time.

The Contractor shall be responsible for any recurrence of maintenance within 20 workdays of the original repair order if the recurrence is the result of the same or similar problems originally identified. The burden of justifying whether or not the maintenance to be performed within the 20 workday period is the same or similar shall be with the Contractor.

In those instances where the Contractor has not provided exact or better replacement hardware and hardware remains unusable due to a hardware malfunction, through no fault or negligence of the Government for a period longer than 8 consecutive workhours, the Contractor shall grant a credit to the Government for each hour of downtime, over 8 workhours, in the amount equal to \$50.00, plus

similar credits for any other hardware supplied under this Contract not usable as a result of the malfunction. No credit shall accrue to the Government during those periods when the Contractor is denied access to the hardware and the amount of credit granted under this paragraph for each piece of hardware shall not exceed the \$1,000 per event. Credit for hardware malfunctions shall be computed to the nearest half or whole hour. However, no credit shall be due the Government for hardware malfunctions when the malfunction is not attributed solely to the Contractor-supplied hardware. Subtractions for credits due the Government shall be clearly indicated on the billing invoice for the period in which the malfunction occurred.

The Contractor shall provide a fully operational, offsite bench work facility with a wide range of parts and replacement components in order to support for 5 years the hardware purchased under this Contract and to provide remedial support for the hardware identified in the Microcomputer Replacement Plan until such time as that hardware is replaced. For all maintenance work, the Contractor shall provide the NRC Project Officer with a diagnosis of each component failure and a written estimate of repair time and cost. For all maintenance work, the Contractor shall update the Agency's Configuration Management System with the information required to identify the NRC work site, hardware installation and associated maintenance history, etc., as noted in Section C.5.4.c.

The Contractor shall provide identical loaner hardware during the repair and diagnosis period while the original hardware is removed from an NRC work site. The loaner hardware shall remain at the NRC work site until such time as the original hardware is reinstalled and set up in accordance with Section C.5.4.a.4. The Contractor shall be responsible for maintaining the availability of hardware for loan as shown in Table 4, "Required Loaner Hardware Availability." At any time during the performance of this Contract, the NRC reserves the right to make changes to Table 4. Modifications to Table 4 will be submitted to the Contractor by the NRC Contracting Officer via modification to the Contract 30 days in advance of the time the hardware is required.

The Contractor shall respond on an immediate priority basis to maintenance requests received from the Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors, and to requests identified as priority by the NRC Project Officer. In all other instances, the Contractor shall establish a logical priority response schedule to incoming requests.

The Contractor shall back up hard drives and perform data disaster recovery on a case-by-case basis after written approval from the NRC Project Officer of the Contractor's methodology and approach to accomplish the activity. Back up hardware must be capable of

storing large volumes of information, must be portable and reliable, and must be compatible with the microcomputers installed at HQ NRC work sites. The Contractor shall maintain an estimated cost schedule to support this activity.

The Contractor shall maintain an inventory of spare parts and provide them as necessary to properly and efficiently maintain the hardware for 5 years. This inventory shall contain at a minimum the vendor's or manufacturer's recommended spare parts for the hardware identified. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. These parts shall provide the same mean time between failure rate as listed by the manufacturer.

#### C.5.4.b Microcomputer Software

The Contractor shall provide microcomputer software support services to the NRC. The Contractor shall base their activities at their microcomputer "burn-in" facilities, at the microcomputer installation sites (HQ NRC work sites), and from the NRC Software Library, currently located in the Phillips Building. Software support to be performed under this contract includes the following activities:

1. Software Receipt and Verification,
2. Software Logging and Registration,
3. Software Issuing and Tracking, and
4. Software Installation and Deinstallation.

A list of NRC-supported microcomputer software that the Contractor will support is identified in Section C.5.3. Modifications to this list of supported software will be submitted to the Contractor via modification to the Contract 30 days in advance of the time that full support is required.

The Contractor shall provide a means of integrating with NRC's current automated microcomputer systems developed for software work order tracking; current systems utilize Q&A, R&R, dBase III Plus, Clipper, Paradox, Quattro Pro, Lotus 1-2-3, and Harvard Graphics. The Contractor shall also provide routine reports (reference Section B, Schedule of Deliverables), as well as ad hoc requests for information and statistics as requested by the NRC Project Officer. The Contractor shall provide personnel who possess the basic skills and level of experience necessary to perform the functional responsibilities for managing this automated tracking system.

The Contractor shall provide all software services during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and



extended beyond the PPS.

The Contractor shall perform software installation activities at their facility when software is to be installed on microcomputers provided by this Contract. The Contractor shall perform software installation activities at the HQ NRC work site when individual requests for software installation on existing microcomputers are received or relocations are involved.

The Contractor shall perform software deinstallation and reinstallation, including configuration and reconfiguration, required to support applications residing on NRC microcomputers.

The Contractor shall be responsible for physically relocating software, including manuals, booklets, and binders, within and between NRC buildings when relocation activity is involved, and for updating the inventory/tracking database.

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center when user assistance involves reinstallation or relocation of software. The Contractor shall perform vendor/manufacture upgrades, and shall provide assistance with data disaster recovery (including providing new or relocated software packages for reinstallation).

The Contractor shall respond on an immediate priority basis to special requests as identified by the NRC Project Officer and received from the following: Office of the Chairman and Commissioners (OCM), Office of the Executive Director for Operations (EDO), and Office Directors.

The Contractor shall respond to reported microcomputer software requests within 1 workhour (1/2 hour for priority assignments) of notification by the NRC Project Officer or designee. The Contractor's response can be verbal or in person (e.g., telephone or onsite visit to HQ NRC work sites) and, as requested by the NRC Project Officer, shall be in close coordination with the NRC Customer Support Center and Network Control Center. The Contractor shall close out requests within 1 workday of receiving the call; if the request cannot be resolved within the specified time, the Contractor shall bring this to the attention of the NRC Project Officer. The Contractor shall obtain approval from the NRC Project Officer if the resolution requires procurement and/or installation of replacement software or if the resolution must begin after the PPS.

The Contractor shall keep the NRC Project Officer apprised of the software inventory status through the submission on biweekly Software Inventory Status Reports. If it is determined that additional or upgraded software packages are required in support of a specific project such as major installations of new microcomputers, the Contractor shall identify the software and the NRC will approve or

disapprove the request. The Contractor shall maintain an estimated cost schedule to support this activity.

#### C.5.4.b.1. Software Receipt and Verification

The Contractor shall provide software receipt and verification services, at their facilities for the software purchased under this Contract. Upon receipt of a software shipment, the Contractor shall:

- (a) Remove all invoices and packaging information, if attached,
- (b) Verify that the delivered items exactly correspond to the invoiced items.
- (c) Enter the vendor invoice number in an appropriate log, and
- (d) Provide the invoices and packaging information to the NRC Project Officer.

As noted in (b), above, the delivered items must be individually opened, counted, and verified against the invoice and packaging information, as applicable. The Contractor shall be responsible for resolving any discrepancy between the shipment and the actual delivery.

#### C.5.4.b.2. Software Logging and Registration

After receipt and verification, the Contractor shall provide logging and registration services in the following manner:

- (a) Assign a control number and mark the software (see Section C.5.4.b.3 "Software Issuing and Tracking"),
- (b) Remove the warranty registration card from each package and, showing the NRC as the registered owner, complete and mail the registration material,
- (c) Enter the control number, vendor name and software name, including the version and serial number as applicable, into the Agency's Configuration Management System, and
- (d) Store the control-numbered software in a secured facility. Although the NRC owns the software, the Contractor shall be held accountable for all software packages, manuals and diskettes until a signature from an NRC employee indicates that the software is now in use on a microcomputer at an NRC work site. Not all software will be immediately installed on NRC's microcomputers.

### C.5.4.b.3. Software Issuing and Tracking

The Contractor shall provide software issuing and tracking services, including assigning control numbers to all software delivered to the staging facility for new microcomputer systems, and issuing individual control-numbered software to existing NRC-tagged microcomputers.

- (a) Assigning Control Numbers. The Contractor shall place control numbers on all original diskettes, on the cover page of each booklet and manual, and on the spine of the binder using a black inked permanent marker provided by the NRC. Control numbers are in the form nnccnnnn and are handled in the following manner:
- (1) The first two numerics of the control number correspond to the fiscal year (FY) in which the software was purchased. A fiscal year starts October 1 and ends September 30 of the next calendar year; the FY can also be determined by the Purchase Order number (e.g., DR-94-0254). In this case, the control number would start with 94cnnnn.
  - (2) The third character after the FY number is any alphabetical character as agreed upon, e.g., 94znnnn. The alphabetical character is retained for as long as desired (e.g., for the entire period of performance of the Purchase Order, or for an entire FY).
  - (3) The last four numerics are sequential from the previous logs (to be provided by the NRC). If the last number in FY93 was 8745, the first FY94 control number would be 94A8746.
- (b) Assigning Software. In addition to assigning control numbers, the Contractor shall assign software to existing NRC-tagged microcomputers as requested. Software requests are submitted on Form 530, "Request for Microcomputer or Network System Upgrade and Software," and approved or disapproved by IRM.

If the software request is approved, the Contractor will receive the Form 530 and will check the NRC's software inventory (see Section C.5.4.b.2 "Software Logging and Registration") to verify the existing microcomputer's NRC Tag number (if noted on the Form 530) and to ensure that the requested software has not already been assigned to that microcomputer. When discrepancies arise as to assignments, the Contractor will notify the NRC Project Officer immediately.

If the request for software is disapproved, IRM will provide an explanation to the requestor and the Contractor shall be appraised of the action for recording purposes. If the requested software is approved but according to the database has previously been assigned to the same microcomputer (by NRC Tag number), the Contractor shall notify the NRC Project Officer immediately, who will initiate the work order to have this installation information verified onsite at the user's workstation.

If the requested software is approved and has not previously been assigned to the Tag number, the Contractor shall assign the specific software control number to the microcomputer Tag number and proceed with installation. The Contractor shall ensure that the software control number is entered into the Agency's Configuration Management System and that the Form 530 is marked as completed and filed in sequence by Tag in the appropriate binder.

#### C.5.4.b.4. Software Installation and Deinstallation

The Contractor shall provide installation and deinstallation services, including relocation, reinstallation and upgrades, of software assigned to microcomputers at HQ NRC work sites. The Contractor shall be responsible for installation of software on new microcomputers located at their facility which are scheduled for delivery to HQ and Regional Office work sites, and on existing NRC-tagged microcomputers at HQ NRC work sites. The Contractor shall install software according to the manufacturer's instructions and using the guidelines established by the NRC.

When the Contractor is installing software on microcomputers being burned in at their offsite staging facility, the Contractor shall test these new and/or upgrade software installations at the staging facility prior to relocation of the microcomputer to an HQ NRC work site. Software features such as print and merge capabilities shall be tested at the staging facility, if possible, and again at the HQ NRC work site to ensure that all data connectivity is provided to networked environments (including other microcomputers, minicomputers, and host facilities). No more than 2 workhours shall elapse between the time a microcomputer system is installed and the time the software programs are fully operational and accepted at the NRC work site. The Contractor shall notify the NRC Project Officer immediately if problems arise with data connectivity after the software program is tested.

The Contractor shall notify the NRC Project Officer when the following situations exist for software installation:

- (a) Defective diskette or items missing. The Contractor shall immediately notify the NRC Project Officer and document all actions taken in this regard.

- (b) Additional features of an upgraded package for software that is already in stock. If an NRC-wide upgrade of a individual software package is scheduled, the NRC Project Officer will provide special installation procedures to the Contractor.
- (c) Manufacturer's upgrade program. Software manufacturers notify registered users of all upgrades and of the procedures to follow. The Contractor will coordinate the upgrade with the NRC Project Officer.
- (d) Request for relocation of a software package from one NRC-tagged microcomputer to another (deinstallation and reinstallation). The Contractor will coordinate with the NRC Customer Support Center, as applicable, will process the Form 530 prior to performing the relocation activity, and will update the Agency's Configuration Management System accordingly.
- (e) Hardware maintenance (see Section C.5.4.a.8) for a fixed disk failure requiring reinstallation of all software packages that are assigned to an NRC-tagged microcomputer system.

The Contractor shall closely coordinate with the NRC Customer Support Center and Network Control Center all user requests for data disaster recovery (including backing up hard drives), reinstallation or deinstallation of software packages, configuration and operations support, and issues of software performance and compatibility with other software programs.

#### C.5.4.b.5 Software Upgrades

The Contractor shall be responsible for installing software upgrades and reconfiguring software packages purchased under this Contract. The Contractor shall complete this support service within 1 workday of notification by the NRC Project Officer or his designee. The Contractor shall also be responsible for installing upgrades to existing microcomputer software packages at HQ NRC work sites in accordance with software developers' instructions and NRC Project Officer technical direction. The Contractor shall schedule this activity with the NRC Project Officer or his designee. The Contractor shall not be required to perform software upgrades at Regional Offices.

The NRC shall provide, at its discretion, upgrades for any of the software packages identified in Section C.5.3, for installation. NRC reserves the right to add or subtract from the list of software packages at any time during the performance of this Contract.

#### C.5.4.c Configuration Management and Inventory Control

The Contractor shall maintain data in the Agency's Configuration Management System to track information pertaining to all aspects of hardware and software movement performed under this Contract. The Contractor shall ensure that the data in the Agency's Configuration Management System that is their responsibility, is maintained with integrity and consistency to promote the efficient flow of information among all NRC support areas. The Agency's Configuration Management System shall be an integral part of tracking activities related to the Microcomputer Replacement Plan (see Section C.5.4.a.1) and for future upgrade initiatives.

#### C.5.5 Warranty Provisions

The Contractor shall provide a minimum 1-year onsite parts and labor warranty for all hardware components purchased under this Contract. For hardware that is being shipped to Regional Offices, the Contractor shall acquire a minimum 1-year onsite parts and labor warranty service from a service vendor within 50 miles of the Regional Office. For hardware purchased for HQ NRC work sites, the Contractor shall be responsible for:

- (a) performance during the warranty period of components and peripherals purchased under this Contract,
- (b) providing technical documentation and technical support for all warranty items,
- (c) complying with manufacturer and/or vendor special requirements for warranty service and accounting for actions which invalidate a warranty, whether or not the warranty is with the vendor, manufacturer, or Contractor,
- (d) responding to and completing warranty repairs on HQ NRC hardware or providing exact hardware replacement within the specified time (8 workhours),
- (e) accountability for complying with manufacturer and/or vendor upgrade notifications if warranty is affected by the upgrade, and
- (f) providing documented procedures for activating warranty repairs in Regional Offices.

The Contractor shall not be responsible for performing warranty repair work on hardware not purchased under this Contract.

The Contractor shall ensure that their warranty performance adheres to the NRC definition of warranty provisions, which includes the above Contractor responsibilities and specific burn-in conditions as noted in Section C.5.4.a.2, Hardware Burn-In.

In those instances where the Contractor has not provided exact or better

replacement hardware and hardware remains unusable due to a hardware malfunction, through no fault or negligence of the Government for a period longer than 8 consecutive workhours, the Contractor shall grant a credit to the Government for each hour of downtime, over 8 workhours, in the amount of \$50.00, plus similar credits for any other hardware supplied under this Contract not usable as a result of the malfunction. No credit shall accrue to the Government during those periods when the Contractor is denied access to the hardware and the amount of credit granted under this paragraph for each piece of hardware shall not exceed \$1,000 per event. Credit for hardware malfunctions shall be computed to the nearest half or whole hour. However, no credit shall be due the Government for hardware malfunctions when the malfunction is not attributed solely to the Contractor-supplied hardware. Subtractions for credits due the Government shall be clearly indicated on the billing invoice for the period in which the malfunction occurred.

The Contractor shall provide warranty services as noted above, and associated technical support and coordination with the NRC Customer Support Center and Network Control Center, between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays, for the entire period that any warranty is in force for any hardware component. The Contractor shall ensure that technical support for all services is available to the NRC by telephone, onsite visit, or electronic mail.

The Contractor shall, prior to delivery of warranted items to any NRC work site, provide inside each system unit a listing to include:

- (a) vendor/manufacturer Serial Number,
- (b) warranty expiration date and other identifying information,
- (c) type and manufacturer of system board, hard disk controller, and all cards and components, and model and type of hard drive,
- (d) rated speed of CPU,
- (e) DIP switch or jumper settings on all adaptor cards as delivered to NRC work sites,
- (f) Operating System version and name; date, type and version of BIOS; and CMOS setup information, and
- (g) network interface card or other nonstandard card (e.g., 3278/79 emulation) brand of adapter and device drivers.

The listing shall be placed inside the system unit so as to avoid damage to any internal components.

The Contractor shall, prior to delivery of warranted items to any NRC work site, externally label all ports, including printer ports (LPT1 and

LPT2), serial ports (COM1, COM2), video adapter, network interface card, any emulation card, or other internal adapter card as applicable, so that their exact expansion slot can be easily identified by visual inspection of the microcomputer.

The Contractor shall be responsible for ensuring that manufacturer and/or vendor requirements for warranty service are met and that the environment in which the components are installed meets these requirements. If the vendor or manufacturer does not have a minimum 1-year onsite parts and labor warranty service, the Contractor shall provide such.

For NRC Headquarters locations, the Contractor shall respond to reported microcomputer hardware problems within 2 workhours (1/2 workhour for priority) or notification. The Contractor shall be responsible for performing and completing warranty repairs or providing replacement hardware with the same, or better, characteristics and configuration as the faulty hardware within 8 workhours of notification and confirmation of a failure (2 workhours for priority). For Regional Office locations, the Contractor shall be responsible for soliciting the services of a local (Regional location) firm to perform and complete onsite (Regional location) warranty repairs within 24 hours of notification and confirmation of failure of hardware installed in a Regional Office.

When the Contractor has provided replacement hardware to meet the warranty replacement period, the Contractor shall repair the malfunctioning hardware that was removed from the HQ NRC work site within 2 workdays of the day and time of its removal. At the completion of warranty repair, the Contractor shall provide to the NRC Project Officer specific documentation (including NRC Tag number, vendor/manufacturer make/model, serial number, part code, other identifying information as applicable) on what component failed, what actions were taken to repair the component, and the total elapsed time of warranty service.

The Contractor is responsible for ensuring that hardware under warranty is so noted in the Agency's Configuration Management System. The Contractor shall define specifically for the NRC Project Officer what actions by the NRC, if any, may invalidate a warranty.

#### C.5.6 Hours of Performance

The Contractor shall provide the services defined in this Contract during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for service which was begun during the PPS and extended beyond the PPS.

#### C.6 Labor Categories

The Contractor shall provide on a full-time, backup and on-call basis the



continued availability of qualified, competent and fully trained personnel (some of whom will reside full-time at the NRC), to perform all support services as defined in this Contract and within the performance hours noted in Section C.5.6. The Contractor's personnel shall act in a courteous, responsive, knowledgeable and professional manner at all times.

The Contractor key personnel shall be available at all times to meet peak workload requirements during the hours of performance. One extra technician shall be available, on-call, with 2 hour notice, and as many as six additional technicians shall be available, on-call, with 2 day notice for PPS, evening, or weekend work to support hardware deinstall/reinstall requirements arising from major NRC organizational moves, or other emergencies. Backup personnel submitted as replacements for key personnel shall be available for full-time key positions within 2 weeks of notification and approval by the NRC Contracting Officer; backup personnel substituting for key personnel on a daily basis shall be 2 hour notice for any number of persons.

The Contractor shall ensure that all personnel are committed to perform the services required under this Contract during the Principal Period of Support (PPS), which shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal Government holidays. Unless authorized by the NRC Project Officer, there shall be no additional charge for services which were begun during the PPS and extended beyond the PPS. However, the Contractor shall maintain the availability of personnel to provide services during non-PPS hours. The requirement for non-PPS support will be at the discretion and approval of the NRC Project Officer.

The Contractor shall submit a resume and letter of commitment for each individual proposed for a specific labor category; the resume shall be in the format noted in Section C.6.9, "Resume Format." At any time during the period of performance of this Contract when the Contractor removes key personnel, the Contractor shall provide 2 weeks prior notice in the form of a resume and letter of commitment for a qualified replacement. The Contractor shall submit the replacement's resume and letter of commitment to the NRC Contracting Officer for approval.

Prior to commencement of this Contract, the Contractor shall provide key personnel with a copy of the Statement of Work to ensure that they are familiar with the stated objectives and that they are committed to perform the services required. Contractor personnel shall meet the basic skills, understand the functional responsibilities, and have the experience required for the positions to which they are assigned.

The NRC anticipates a need for labor categories identified in the following subsections.

#### C.6.1 Project Manager

FUNCTION: Organizes, directs, and manages the functional areas of

support services required by this Contract. Obtains staff to support all services in conformance with the position descriptions defined under these labor categories.

**EDUCATION:** BS or BA required in an appropriate field (e.g., business administration, management science, computer science) or extensive related previous experience. Advanced professional education and training in management principles and practices for the services to be performed is desirable.

**EXPERIENCE:** Approximately 10 years progressive responsibility required in the area of automated data processing and networked office automation systems (microcomputer-based or other), and basic telecommunications experience as appropriate to manage specific positions and projects. Recent (within the last 3 years) experience must be in managing multiple projects simultaneously from initiation through completion. Must have had approximately 5 years of experience managing 20 or more people. Requires skill in verbal and written communications.

#### C.6.2 Senior Systems Consultant

**FUNCTION:** Senior technical advisor and expert for all services required by this Contract. Primary responsibility for Microcomputer Replacement Planning in coordination with the Senior Planning Analysts. Assigned to multiple tasks concurrently. Has extensive contact with most levels of NRC microcomputer user community and other technical support staff related to the services to be performed. Serves as backup to the Project Manager.

**EDUCATION:** BS or BA required (MS or MBA preferred) in management sciences, computer science, mathematics, industrial or other engineering accounting or business administration.

**EXPERIENCE:** Approximately 8 years experience desirable in information systems consulting, performing and implementing requirements analyses, and associated development services, including approximately 2 years in professional consulting and 4 years in program/project management. Proven analytic and problem solving ability, creativity and insight. Responsible for development planning, evaluation and review of services associated with this Contract. Requires skills in verbal and written communications.

### C.6.3 Technical Coordinator

**FUNCTION:** Ensures coordination among all services provided by this Contract. Serves as liaison for staff responsible for updating the Agency's Configuration Management System. Coordinates software and hardware services with the NRC Customer Support Center and Network Control Center, and coordinates hardware upgrade and replacement. Responsible for warranty service initiation and follow through. Provides recommendations to Project Manager and NRC Project Officer for improvements in services.

**EDUCATION:** BS or BA desirable in computer science or business administration. Associates Degree or extensive formal classroom training on microcomputer hardware and software project implementation required.

**EXPERIENCE:** Approximately 5 years experience coordinating a wide variety of areas simultaneously, such as system hardware and software troubleshooting, methods and procedures for promoting efficiency of automated systems, and providing expert consultation to technical support staff. Approximately 3 years experience in designing configuration management systems for environments similar to those supported in this Contract, and for coordinating technical efforts in response to support of these environments. Requires skills in verbal and written communications, and the ability to deal tactfully and effectively with all levels of personnel.

### C.6.4 Senior Planning Analyst

**FUNCTION:** Primary responsibility for providing technical support in the development and implementation of the Microcomputer Replacement Plan. Works in coordination with the Senior Systems Consultant in analyzing and consolidating input, performing detailed analyses of alternatives, and implementing concurrent projects.

**EDUCATION:** BS or BA in computer science, business administration, or mathematics desirable.

**EXPERIENCE:** Approximately 8 years of experience required in the area of systems analysis, automated data processing systems, state-of-the-art microcomputer hardware and software, general microcomputer telecommunications technology, and system networking hardware and software. Proven analytic and problem solving experience. Requires skills in verbal and written communications, and requires initiative and the ability to deal tactfully and effectively with all levels of personnel. Previous exposure to Federal Government agencies is desirable.

### C.6.5 Senior Microcomputer Technician

**FUNCTION:** Performs all phases of support services under this Contract, including evaluation and procurement of microcomputer hardware and software, implementation of the Microcomputer Replacement Plan in coordination with the Senior Systems Consultant, Technical Coordinator and Senior Planning Analysts, and specific activities for hardware and software outlined in Section C.5.4 of this Contract.

**EDUCATION:** BS or BA desirable in computer science or engineering to include electrical/electronics technology

**EXPERIENCE:** Approximately 7 years experience required in integrating and installing microcomputer systems hardware and software. This 7 years experience must include installation and configuration of new hardware and operating systems, deinstallation and/or reconfiguration (including upgrades) of pre-configured hardware and software, and troubleshooting and resolution of problems related to software, hardware, and peripheral interface. Approximately 2 years experience desirable in maintenance-related issues regarding hardware components. Approximately 3 years experience desirable in network connectivity.

### C.6.6 Microcomputer Technician

**FUNCTION:** Performs support services involving specific activities for hardware and software outlined in Section C.5.4 of this Contract.

**EDUCATION:** Associates Degree desirable in computer science or engineering to include electrical/electronics technology. Formal classroom training required in microcomputer hardware training (technical or trade school) for hardware, software and peripherals.

**EXPERIENCE:** Approximately 4 years experience required in integrating and installing microcomputer systems hardware and software. This 4 years experience must include installation and configuration of new hardware and operating systems, deinstallation and/or reconfiguration (including upgrades) of pre-configured hardware and software, and troubleshooting and resolution of problems related to software, hardware, and peripheral interface. Approximately 2 years exposure to maintenance-related issues and network connectivity desirable.

### C.6.7 Dispatcher

**FUNCTION:** Performs dispatch and tracking functions for the hardware and software support services provided under this Contract. Activity is both written and verbal, and requires close coordination with the Computer Assistant category. Ensures the correct disposition of materials prior to dispatch to the Technicians, and makes recommendations to the Technical Coordinator for improvements in services and schedules.

**EDUCATION:** Associates degree in business management sciences desirable. High school or trade school graduate required.

**EXPERIENCE:** Approximately 5 years experience desirable in business office administrative procedures, including reception and telephone support. Familiarity with microcomputer hardware, software, and troubleshooting techniques desirable. Excellent interpersonal skills required, and ability to organize and resolve scheduling problems. Basic typing ability required to track support service activities and provide written documentation.

### C.6.8 Computer Assistant

**FUNCTION:** Enters data into the configuration management database, general inventory systems, and other report systems in support of the services provided under Section C.5.4 of this Contract. Responsible for labelling, logging, and tracking of hardware and software components, delivery orders and schedules, and incoming and outgoing requests for microcomputer support activities.

**EDUCATION:** High school or trade school graduate required. Associates degree in computer science desirable.

**EXPERIENCE:** Approximately 3 years experience required in database and inventory control practices and procedures. Prior hands-on experience (approximately 3 years) with microcomputer hardware and software required in order to assist the Technical Coordinator. Basic typing ability is required, with emphasis on organizational skills sufficient to manage and process large amounts of material and volumes of paper and data. Knowledge of routine office administrative procedures. Knowledge of microcomputer system hardware and software sufficient to distinguish components and programs on delivery reports and warranty records.

## C.6.9 Resume Format

For all key, backup and on-call personnel, the Contractor shall submit a resume in the following prescribed format:

NAME: CITIZENSHIP:  
 LETTER OF COMMITMENT ATTACHED: Y N DATE AVAILABLE:  
 PRESENT COMPANY, POSITION/TITLE: PROPOSED POSITION ON THIS CONTRACT:  
 AREA OF ACTIVITY OF PRESENT POSITION:  
 START DATE OF REQUIRED EXPERIENCE:  
 EDUCATION: COLLEGE/SCHOOL: DATES ATTENDED; DEGREE OR SEMESTER HOURS COMPLETED; MAJOR SUBJECTS  
 RELATED TRAINING: INCLUDE RELEVANT INFORMATION FOR TRAINING RECEIVED RELATING DIRECTLY TO THE PROPOSED POSITION. MUST INCLUDE NAME OF TRAINING FACILITY, COURSE TITLE, DATES ATTENDED, AND DURATION OF COURSE.  
 EXPERIENCE SUMMARY: OVERALL EXPERIENCE AND CAPABILITIES RELATED TO MICROCOMPUTER HARDWARE, SOFTWARE, TECHNICAL SUPPORT, OR OTHER ACTIVITY RELEVANT TO THE PROPOSED POSITION.  
 CURRENT ASSIGNMENT: CLIENT/COMPANY; DESCRIPTION AND DURATION OF ASSIGNMENT; NAME AND PHONE NUMBER OF CLIENT/COMPANY REFERENCE; PERIOD OF COMMITMENT TO ASSIGNMENT.  
 PREVIOUS EXPERIENCE: IN REVERSE CHRONOLOGICAL ORDER -- CLIENT/COMPANY; ASSIGNMENT DATES; POSITION TITLE; CLIENT REFERENCE; DESCRIPTION OF WORK PERFORMED.  
 STATEMENT OF AVAILABILITY: PERCENTAGE OF TIME TO BE DEVOTED TO THIS CONTRACT. CURRENT EMPLOYEE "Y" OR "N" (IF NOT CURRENT EMPLOYEE, STATE AVAILABILITY DATE). ALL PROPOSED EMPLOYEES, WHETHER CURRENT OR FUTURE, MUST HAVE LETTER OF COMMITMENT.

C.7 Travel

For security reasons, there will be no travel to the 87 nuclear plant sites.

## TABLE 1 - NRC BUILDING LOCATIONS

HEADQUARTERS

One White Flint North  
11555 Rockville Pike  
Rockville, MD

Two White Flint North  
11553 Rockville Pike  
Rockville, MD

NRC Warehouse  
5000 Boiling Brook Parkway  
Rockville, MD

Nicholson Lane Building/North  
5640 Nicholson Lane  
Rockville, MD

Nicholson Lane Building/South  
5650 Nicholson Lane  
Rockville, MD

Phillips Building  
7920 Norfolk Avenue  
Bethesda, MD

Maryland National Bank Building  
7735 Old Georgetown Road  
Bethesda, MD

Woodmont Building  
8120 Woodmont Avenue  
Bethesda, MD

Public Document Room  
Gelman Building  
2120 L Street N.W.  
Washington, DC

East West/West Towers Building  
4350 East West Highway.  
Bethesda, MD

REGIONS

Region I  
475 Allendale Road  
King of Prussia, PA 19406-1415

Region II  
101 Marietta Street, Suite 2900  
Atlanta, GA 30323

Region III  
799 Roosevelt Road  
Glen Ellyn, IL 60137

Region IV  
611 Ryan Plaza Drive, Suite 400  
Arlington, TX 76011-8064

Region V  
1450 Maria Lane  
Walnut Creek, CA 94596-5368

OTHER

NRC Technical Training Center  
Osborne Office Center  
5700 Brainerd Road, Suite 200  
Chattanooga, TN 37411-4017

Uranium Recovery Field Office  
730 Simms Street, Suite 100  
Golden, CO 80401

High-Level Waste Management Office  
301 East Stewart Avenue, #203  
Las Vegas, NV 89101



TABLE 1 - NRC BUILDING LOCATIONS (Cont.)

NRC Headquarters Contractor Locations

ANSTEC, Inc. (NUDOCS)  
40 W. Gude Drive, Suite 130  
Rockville, MD

CEXEC, Inc.  
Landow Building  
7920 Woodmont Avenue  
Bethesda, MD

Applied Management Systems (AMS)  
5515 Security Lane, Suite 500  
Rock-wall Building  
Rockville, MD 20852

TABLE 2 - GOVERNMENT FURNISHED COMPONENTS

ITEM DESCRIPTION

CD ROM  
Scanner and controller  
Laser printer paper trays  
IBM 3278/79 adapter  
Internal Tape Backup Unit  
Internal hard drives  
Omega Bernoulli Box with controller  
Math coprocessor  
Mouse - Bus and Serial  
Memory  
SIMM sticks  
expansion boards

## TABLE 3 - SUPPORTED MICROCOMPUTER HARDWARE

IBM PC/XT/AT, clones and compatibles

IBM PS/2 (including microchannel)

IBM 286/386/486 (and future generations), clones and compatibles, some with expanded and/or extended memory

IBM, clones and compatibles -- portables, Lap/desk/palm-tops

Hardware peripherals (e.g., printers (dot matrix, post script, inkjet, Laserjet), printer font cartridges, print directors, external disk drives, Bernoulli boxes, hardcards, AST boards, optical drives and scanners, etc.)

Hardware components for Local Area Networks (File, Mail, Communications Servers)

Apple Macintosh IIC

Apple Quadra 800 & peripherals

UNIX Based Platforms (SUN, DEC, etc.) & peripherals

TABLE 4 - REQUIRED LOANER HARDWARE AVAILABILITY

MONITORS	SUPER VGA	10	
MONITORS	VGA	4	
MONITOR	EGA	1	
EPSON PRINTER	FX-870	1	
EPSON PRINTER	FX-1170	1	
HP LASERJET IV		1	
CPU's			
386/33		2	WITH THE FOLLOWING REQUIREMENTS: 5.25 HD & 3.50 HD DRIVE, 4MB MEMORY, 80 MB HARD DRIVE
486/33		2	WITH THE FOLLOWING REQUIREMENTS: 5.25 HD & 3.50 HD DRIVE, 8 MB MEMORY, 80 MB HARD DRIVE
NOTEBOOK 486SL/25		2	WITH THE FOLLOWING MINIMUM REQUIREMENTS: 3.50 HD DRIVE, INTERNAL MODEM, 2 MB MEMORY, 40 MB HARD DRIVE

## 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 Class.

## 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
52.252-2	INSPECTION OF SUPPLIES - FIXED-PRICE	JUL 1985
52.252-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1982
52.252-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.252-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

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

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

[End of Clause]

## 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
52.205-11	STOP-WORK ORDER	AUG 1989

[End of Clause]

## F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

## F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a biweekly Technical Progress Report to the project officer and the contracting officer. The report is due within 5 workdays after the end of the reporting period and must identify the title of the project, the contract number, Job Code (JC), 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/task order:

- (a) A listing of the efforts completed, including hours worked for all contractor personnel, during the period and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution

## F.3 (Continued)

involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(c.1) Hardware - Report the following for this period and cumulative:

Maintenance Activity

Number of warranty repairs

Computers scheduled for delivery & Set-up vs actual deliveries and set-ups

Number of Up-grades

Number of Moves

List and cost of all spare parts used.

(c.2) Software - Report the following for this period and cumulative:

Number of up-grades

Planned installation for next reporting period.

(d) Plans for the next reporting period.

[End of Clause]

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

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

(a) Project Officer (5 copies)

U S Nuclear Regulatory Commission  
Mail Stop MNEB 7717  
Washington, DC 20535

(b) Contracting Officer (1 copy)

[End of Clause]



F.5 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)  
ALTERNATE 1 (MAR 1987)

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

U.S. Nuclear Regulatory Commission  
Contract Number: NRC-33-94-185

See SOW Section C.3.1 and C.3.2  
for all NRC locations

[End of Clause]

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 3 (MAR 1987)

Although the Government contemplates use of the products hardware and software for the system's life of 5 years from date of installation, the term of this contract is from date of contract award through three years.

[End of Clause]

F.7 DELIVERY SCHEDULE

CLIN	DESCRIPTION	DELIVERY DATE*
1	Desktop Microcomputer #1	10 work days*
2	Desktop Microcomputer #2	10 work days*
3 a-i)	Desktop Microcomputer Options	10 work days*
4	Notebook Microcomputer #1	10 work days*
5	Notebook Microcomputer #2	10 work days*
6 a-d)	Notebook Microcomputer Options	10 work days*
7	Laser Printer #1	10 work days*
8	Laser Printer #2	10 work days*
9 a-f)	Laser Printer Options	10 work days*
10 a-at)	Software	10 work days*
11	Hardware/Software/Maintenance Support	As Required
11a	On-Site (See Clause B.4)	
11b	On-Call	
11c	Spare Parts	As Required*
11d	Travel	As Required
12	Reports	
12a	Contract Status Report	BIWEEKLY
12b	Micromputer Replacement Plan	Jan 1, 19xx
12c	Micromputer Replacement Plan Updates	QUARTERLY
12d	Warranty Repair Status Report	MONTHLY
12e	Hardware/Software Receiving Reports	AS RECEIVED
12f	Hardware/Software Delivery Report	WEEKLY
12g	Ad-hoc Hardware/Software Statistics	AS REQUESTED
12h	Software Inventory Status Report	BIWEEKLY

\*AFTER RECEIPT OF NOTIFICATION OR DELIVERY ORDER

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

Name: Guy G. Wright

Address: U S Nuclear Regulatory Commission  
Maryland National Bank Building  
Mail Stop 7717  
Washington, DC 20555

Telephone Number: 301-492-4534

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

[End of Clause]

## G.2 ORDERING PROCEDURES (MAY 1991)

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

Catherine L. Coffman

## G.2 (Continued)

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

[End of Clause]

## G.3 NRCAR 2052.215-81 TRAVEL REIMBURSEMENT (JAN 1993)

- (a) Total expenditure for domestic travel may not exceed \* without the prior approval of the contracting officer.
- (b) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (c) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (d) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

(End of Clause)

G.4 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

G.5 LIMITATION OF INDIRECT COSTS

(a) The Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived by the application of the following individual indirect cost ceiling rates to the appropriate bases outlined below, for each of the Contractor's fiscal years. Each indirect expense pool shall be considered separately. All indirect costs in excess of the derived indirect expense dollar limits are mutually agreed to be unallowed costs.

Indirect Cost Category	Indirect Cost Ceiling Rate(s) per Contractor Fiscal Year*			
	FY94	FY95	FY96	FY97
Fringe	30	30	30	30
Overhead On-Site	12	12	12	12
Overhead Off-Site	37	37	37	37
G&A	14	14	14	14
	Base of Application			
Fringe	Direct Labor			
Overhead On-Site	Direct Labor + Fringe			
Overhead Off-Site	Direct Labor + Fringe			
G&A	Direct Labor + Fringe + Overhead + Other Direct Costs			

(b) The indirect cost limitations set forth above include all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling, or regulation by the Internal Revenue Service or any other taxing authority. In the event that statutes, court decisions, and/or written rulings or regulations not in existence on the date of execution of this contract increase the Contractor's indirect costs, the indirect cost limitations are subject to upward adjustment to the extent of the increase due to said statute, court decision, and/or ruling or regulation.

G.5 (Continued)

\*Contractor's fiscal year begins Oct 1 and ends Sept 30.

## 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:

Project Manager, Arthur Blondin  
Technical Coordinator  
1 Senior MicroComputer technician  
1 Junior MicroComputer technician

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 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

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

(End of Clause)

**H.4 CONTRACTOR ACQUIRED GOVERNMENT EQUIPMENT/PROPERTY  
(JUN 1988)**

The Contractor is authorized to acquire and/or fabricate the equipment/property listed below for use in the performance of this contract. The equipment/property is subject to the provisions of the "Government Property" clause.

[End of Clause]

**H.5 RISK OF LOSS OR DAMAGE--PURCHASE (MAR 1987)**

- (a) The Government is relieved of all risks of loss or damage to the equipment, up to and including the day prior to the first day of a successful performance period, except for:
- 1) Loss or damage caused by nuclear reaction, nuclear radiation, radioactive contamination, war, insurrection, civil strife, rebellion, weapons of war; or
  - 2) Negligence on the part of the Government or its agents, provided, however, that the Government shall be relieved of the liability for such risks of loss or damage due to negligence if any commercial customer of the Contractor is relieved of such liability under like circumstances.
- (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.6 REPLACEMENT PART AVAILABILITY (ADPE) (MAR 1987)**

The Contractor guarantees that replacement parts for each piece of equipment in this contract will be available for the system's (item's) life of 5 years. The Contractor shall notify the Government 1 year before the end of the system's (item's) life as to the continuing availability of parts subsequent to this period.



## H.6 (Continued)

If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source.

[End of Clause]

## H.7 TECHNOLOGY SUBSTITUTION

All hardware, software and support services (installation, upgrades, warranty and maintenance repairs, and technical support services) shall be the most modern and cost-effective available at the time of delivery and installation. The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions.

The substitute item shall meet or exceed the applicable requirements and specifications of this solicitation.

Any substitute item shall be fully compatible with NRC hardware and software installed at the time the substitute is proposed for use.

The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for testing the Contractor's hardware will be used to determine acceptability of substitute items.

The substitute item shall offer the same or increased function as the item it is to replace.

The price of the item shall be equal to or more cost-effective than the item it is to replace.

To propose a substitute item, the Contractor shall submit a written proposal to the Contracting Officer, addressing each of the applicable qualifications in Section C and any other attributes of the substitute item of which the Government should be aware. Additionally, the Contractor agrees to demonstrate the proposed item prior to delivery, if requested by the Government.

No hardware shall be substituted until the Contractor has submitted a proposal to the NRC Contracting Officer with adequate supporting justification, an agreement between the NRC Contracting Officer and the Contractor is reached to effect such substitution, and authorized by written, bilateral modification to the Contract. The Government may allow component substitutions when, in the opinion of the NRC Contracting Officer, it is in the best interest of the Government to do

**H.7 (Continued)**

so. The best interest means at least equivalent performance with significant economic benefit, significantly enhanced performance at no additional cost to the Government, or a combination of both the above.

All proposed technology modifications, substitutions, and additions to the Contract shall be evaluated as to their benefit to the Government. In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the Contract shall be included.

**H.8 ENGINEERING CHANGES**

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%. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

This applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. 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

## H.8 (Continued)

- 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

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.

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. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in the 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.

The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor 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. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 522).

## H.9 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.
- (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 Support. Any 9 consecutive hours per day, including an official meal period not to exceed 1 hour per day, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays observed at the NRC installation.
- (k) Extended Maintenance Period Option. Option to require maintenance service during any extension of the Principal

## H.9 (Continued)

Period of Support 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.10 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 without written approval of the Contracting Officer. The applicable FIPS PUBS for this procurement are:

FIPS 146-1, GOSIP: Government Open System Interconnection Profile  
FIPS 151-1, POSIX: Portable Operating Systems Interface for Computer Environments

[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
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991

## I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	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
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	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
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	APR 1991
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Alternate I (APR 1984)	DEC 1989
52.246-23	LIMITATION OF LIABILITY	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.232-20	LIMITATION OF COST	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.243-2	CHANGES - COST-REIMBURSEMENT	AUG 1987

[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



1.2 (Continued)

FAR, occurring during the conduct of this procurement (contract and modification number).

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

## I.2 (Continued)

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.

- a 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 52.216-18 ORDERING (APR 1984)

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.
- b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

## I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of contract ceiling amount;

## I.4 (Continued)

- (2) Any order for a combination of items in excess of contract ceiling amount; or
  - (3) A series of orders from the same ordering office within total contract period days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

## I.5 52.216-22 INDEFINITE QUANTITY (APR 1984)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the

## I.5 (Continued)

Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after expiration of the contract.

[End of Clause]

I.6 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.
- 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.

## I.6 (Continued)

[End of Clause]

I.7 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS  
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-33-94-185 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 TRI-COR INDUSTRIES, 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-33-94-185 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 U S Nuclear Regulatory Commission.

[End of Clause]

## I.8 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

## I.8 (Continued)

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

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

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different

## I.9 (Continued)

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.

"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

## I.9 (Continued)

United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

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

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

- b) The Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Unless otherwise specified, the Act applies to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act--Trade Agreements Act--Balance of Payments Program Certificate." An offer certifying that a designated country end product or a Caribbean Basin country end product will be supplied requires the Contractor to supply a designated country end product or a Caribbean Basin country end product 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.10 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated 10/29/93 and 11/17/93, upon which this contract is based.

[End of Clause]



## I.11 201-39.5202-3 PROCUREMENT AUTHORITY (OCT 1990 FIRMR)

This acquisition is being conducted under a specific delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KMA-93-0383.

## I.12 201-39.5202-6 WARRANTY EXCLUSION AND LIMITATION OF DAMAGES (OCT 1990 FIRMR)

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied.

In no event will the Contractor be liable to the Government for consequential damages as defined in the Uniform Commercial Code, section 2-715, in effect in the District of Columbia as of January 1, 1973, i.e.,

Consequential damages resulting from the seller's breach include--

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

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

## I.13 TRADE AGREEMENTS ACT (MAY 1991)

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

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles

## I.13 (Continued)

and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

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

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

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

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

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

## I.13 (Continued)

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

(End of Clause)

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Handbook 3.8
3	Contractor Spending Plan (CSP) 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 12 of SF 26 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.

Supersession: 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-902  
 Washington, DC 20555  
 Payee's Name and Address

- (a) Contract Number \_\_\_\_\_  
 Task Order No. (If Applicable) \_\_\_\_\_
- (b) Title of Project \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (c) Voucher Number \_\_\_\_\_
- (d) Project Officer \_\_\_\_\_
- (e) Date of Voucher \_\_\_\_\_
- (f) Contract Amount \_\_\_\_\_
- (g) Fixed Fee \_\_\_\_\_

Individual to Contact  
 Regarding This Voucher:  
 Name: \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_

(h) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs		
(1) Direct Labor *	_____	_____
(2) Fringe Benefits _____ % <small>If computed as percentage</small>	_____	_____
(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	_____	_____
(j) <u>INDIRECT COSTS</u>		
(A) Overhead _____ % of _____ <small>(Indicate Base)</small>	_____	_____
Subtotal	_____	_____
(B) General & Administrative Expense _____ % of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(k) FIXED-FEE EARNED (Formula)	_____	_____
(n) Total Amount Claimed	_____	_____
(o) Adjustments	_____	_____
Outstanding Suspensions	_____	_____
(p) Grand Totals	_____	_____

\* (REQUIRES SUPPORTING INFORMATION—SEE ATTACHED)



VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

**Official Agency Billing Office:**

U. S. Nuclear Regulatory Commission  
 Division of Contracts and Property  
 Management, P-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: Harry Murphy  
 Tel. No.: 215-321-8654

- (a) Contract Number NRC-10-81-624  
 Task Order No. (If Applicable) 002  
 (b) Title of Project "Study of Nuclear Waste Concepts"  
 (c) Voucher Number 003  
 (d) Project Officer \_\_\_\_\_  
 (e) Date of Voucher \_\_\_\_\_  
 (f) Contract Amount \_\_\_\_\_  
 (g) Billing Period \_\_\_\_\_

(h) This voucher represents reimbursable costs from 3/1/82 thru 3/30/82

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs	\$2,400	\$6,800
(1) Direct Labor *		1,200
(2) Fringe Benefits @ 16.5% (if computed as percentage)	600	8,000
(3) Capitalized Nonexpendable Equipment *	5,000	4,000
(4) Materials, Supplies and Noncapitalized Equipment *	2,000	150
(5) Premium Pay	100	100
(6) Consultants *	200	200
(7) Travel - Domestic *		200
Foreign *	200	9,000
(8) Subcontract *	3,000	\$29,650
(9) Other Costs *	\$13,600	
Total Direct Costs		\$29,650
(j) INDIRECT COSTS	\$13,600	\$59,300
A) Overhead 100% of Total Direct Costs (Indicate Base)		
Subtotal	\$27,200	6,450
B) General & Administrative Expense 12% of Cost Elements Nos. 1-9, A	3,264	\$65,750
Total Costs	\$30,464	3,400
(k) FIXED-FEE EARNED (Formula)	1,523	\$69,150
(n) Total Amounts Claimed	\$31,987	1,700
(o) Adjustments Outstanding Suspensions	1,700	\$67,450
(p) Grand Totals	\$30,287	

\* (REQUIRES SUPPORTING INFORMATION.)  
 (SEE ATTACHED.)

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 prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to task orders as well.

(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
----------------	-----------------------	--------------	------	-------	-------------------------

(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. Include 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 85% 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.

SAMPLE  
SUPPORTING INFORMATION

1) 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	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

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

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00	= \$1100.00
6 Pairs Electrostatic Gloves @ \$150.00	= \$900.00
	<u>\$2000.00</u>

5) Premium PayWalter Murphy - 10 hours @ \$10.00 Per Hour = \$100  
(This was approved by NRC in letter dated 3/6/89.)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	3/6/89	William King	Chicago, Wash., IL DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC to Boston, MA	@ \$200	= \$400.00
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

$\$350,000 \times 5\% = \$17,500$  Total Fixed Fee for this Contract

$\$27,200 \times 5\% = \$1360$  Fee Billed for this Period

(o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

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)



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.

# **Unclassified Contractor and Grantee Publications in the NUREG Series**

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**Directive**

(Formerly  
MC 3202) **3.8**

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# U. S. Nuclear Regulatory Commission

Volume: 3 Information Management  
Part 1: Publications, Mail, and Information  
Disclosure

ADM

## Unclassified Contractor and Grantee Publications in the NUREG Series Directive 3.8

### Policy

(3.8-01)

This directive and handbook govern the publishing of (1) unclassified NRC contractor, consultant or grantee formal reports, books, and international agreement reports, in the NUREG/CR, NUREG/GR, and NUREG/IA series; (2) reports and books by contractors of the U.S. Department of Energy (DOE); and (3) publications prepared for NRC under memoranda of understanding and interagency agreements.

### Objectives

(3.8-02)

- To ensure the production and dissemination of information and publications as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act. (a)
- To ensure the technical and management reviews of formal reports and books prior to publication. (b)
- To ensure that national security, patent rights, copyrights, proprietary rights, and rights in other sensitive unclassified information, including those specified in interagency and international agreements and memoranda of understanding, are not compromised by the release or publication of information by NRC. (c)
- To ensure that all unclassified NRC contractor or grantee publications in the NUREG series carry the registered Government identification NUREG/CR-0000, NUREG/GR-0000, or NUREG/IA-0000, with the exception of some publications

## Objectives

(3.8-02) (continued)

- prepared by grantees, and indicate the availability of source material used in these publications. (d)
- To ensure that NRC-sponsored book manuscripts receive proper peer review from experts within and outside NRC. (e)
  - To provide uniform procedures for publishing formal reports and books prepared by NRC contractors or grantees. (f)

## Organizational Responsibilities and Delegations of Authority

(3.8-03)

### Executive Director for Operations (EDO) (031)

Delegates to the Deputy Executive Directors for Operation decisionmaking authority for the resolution of differences between NRC and contractors about the contents of publications, about granting contractors permission to publish NRC-sponsored information in the open literature, and about permitting contractors to issue press or other media releases concerning NRC-sponsored information.

### Deputy Executive Director for Nuclear Reactor Regulation, Regional Operations and Research (032)

As delegated from the EDO, makes final decisions in the following areas for the Office of Nuclear Reactor Regulation, Office of Nuclear Regulatory Research, and Regional Offices:

- When an Office Director refuses to publish an NRC-sponsored document because of irreconcilable differences between themselves and the author(s) about the contents of the document. (a)
- When an Office Director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)

**Deputy Executive Director for  
Nuclear Reactor Regulation,  
Regional Operations and Research**  
(032) (continued)

- When an Office Director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Deputy Executive Director for  
Nuclear Materials Safety, Safeguards,  
and Operations Support**  
(033)

As delegated from the EDO, makes final decisions in the following areas for the offices reporting to this official:

- When an Office Director refuses to publish an NRC-sponsored document because of irreconcilable differences between themselves and the author(s) about the contents of the document. (a)
- When an Office Director refuses to permit a contractor's principal investigator to publish NRC-sponsored information in the open literature. (b)
- When an Office Director refuses to permit a contractor to issue a press or other media release about an NRC-sponsored publication. (c)

**Directors of Offices**  
(034)

- Ensure that publications will be reviewed in draft prior to final printing and distribution for acceptability by determining that they are consistent with agency policy, management decisions, and that they raise no significant legal issues. (a)
- Ensure that statements of work include statements requiring contractor\* compliance with this directive and handbook and Government Printing and Binding Regulations. (b)

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\*"Contract" in this context encompasses the "Standard Order for DOE Work" (NRC Form 173), interagency and international agreements, and grants.

**Unclassified Contractor and Grantee  
Publications in the NUREG Series  
Part 1 - Publications, Mail, and Information Disclosure  
Directive 3.8**

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**Directors of Offices**

(034) (continued)

- Sign, or delegate signature authority for, the NRC Form 426A, "Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports," and for memoranda requesting reprints of contractor publications. (c)

**Director, Office of Administration (ADM)**

(035)

As delegated from the Deputy Executive Director for Nuclear Materials Safety, Safeguards, and Operations Support, administers NRC's programs and policies for publishing unclassified contractor and grantee reports and books in the NUREG series.

**Director, Division of Freedom of  
Information and Publications  
Services, ADM**

(036)

- Develops and administers, as delegated from the Director, ADM, NRC's program and policies for publishing unclassified contractor, consultant, and grantee formal reports, books, and international agreement reports in the NUREG/CR, NUREG/GR, and NUREG/IA series. (a)
- Applies the policy, procedures, standards, and guides for the documentation, formatting, composition, printing, and dissemination of NRC-sponsored publications in the NUREG series consistent with the mission of the agency and in accordance with the requirements of the Government Printing and Binding Regulations issued by the Joint Committee on Printing, U.S. Congress. (b)
- Develops and administers the central agency publication numbering system for identifying, producing, and retrieving unclassified NRC-sponsored publications in the NUREG series. (c)

**Director, Division of Contracts and  
Property Management, ADM**

(037)

Ensures that those requests for proposals, invitations for bids, and grant proposals, and the ensuring contracts and grants that require



**Director, Division of Contracts and  
Property Management, ADM**  
(037) (continued)

publications as deliverables, include provisions requiring contractor compliance with this directive and handbook and Government Printing and Binding Regulations.

**Applicability**  
(3.8-04)

**Employees**  
(041)

This directive and handbook apply to and must be followed by all NRC employees.

**Other Publications**  
(042)

The provisions of this directive and handbook do not apply to NRC staff publications in the NUREG series, NRC docket material, or documents created by NRC boards, panels, advisory committees, and offices that report to the Commission.

**Handbook**  
(3.8-05)

Detailed guidelines for the preparation of publications are contained in Handbook 3.8.

**References**  
(3.8-06)

1. Executive Order 12291—Federal Regulation, February 17, 1981.
2. Title 17, U.S. Code, Copyrights.
3. Government Printing and Binding Regulations, S. Pub. 101-9, February 1990.

## References

(3.8-06) (continued)

4. DOE-NRC Memorandum of Understanding, February 24, 1978.
5. Title 44, U.S. Code, "Public Printing and Documents," Chapter 3, Government Printing Office.
6. U.S. Government Printing Office *Style Manual*, 1984.
7. Energy Reorganization Act of 1974 (42 U.S.C. 5801, et seq.).
8. The Freedom of Information Act (5 U.S.C. 522).
9. Public Law 95-224, The Federal Grant and Cooperative Agreement Act, February 3, 1978.
10. Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, OMB Circular A-110, July 1976.
11. Cost Principles for State and Local Governments, OMB Circular A-87, January 1981.
12. NUREG-0650, Revision 1, "Publishing Documents in the NUREG Series," November 1990.

**Unclassified Contractor and  
Grantee Publications in the  
NUREG Series**

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**Handbook**

(Formerly  
Appendix 3202) **3.8**

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## Introduction

This handbook specifies the procedures necessary for Nuclear Regulatory Commission (NRC) contractors and grantees to follow when preparing the following kinds of publications for the NRC.

- Final NUREG Reports
- International Agreement Reports
- Books
- Grant Publications

The handbook is divided into five major parts and includes a glossary and exhibits. Part I provides general information for staff consideration in the preparation of statements of work. Parts II, III, IV, and V provide publishing guidelines specific to, respectively, contractor reports, international agreement reports, books, and grantee publications.

*Contractor* means a private contractor, consultant, expert, another State or Federal agency working under an interagency agreement, or a DOE facility or subcontractor, such as the National Laboratories, working under the DOE/NRC Memorandum of Understanding of February 24, 1978, and any subcontractors of these organizations.

This directive and handbook, as well as a copy of "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1), must be included or referenced in all contracts, interagency and international agreements, and grants for which the publications listed above are contract deliverables or grant obligations. In addition to the guidelines specific to each type of publication that appear in subsequent parts of this handbook, all statements of work must contain the applicable guidelines outlined in Part I.



## Part I

# Preparing Publication Requirements for Statements of Work for Contracts

### Specifying Publication Requirements (A)

List and describe the type of technical reports required from each project, task or subtask, as applicable. State when, how many, and to whom they should be submitted and the scope of information they should contain. These reports may be unclassified, sensitive unclassified, or classified. For guidelines and requirements covering sensitive unclassified and classified publications, refer to NRC Management Directive 12.2, NRC Information Security Program (formerly MC 2101).

This directive and handbook pertain to publications that will be issued in the NUREG/CR, NUREG/IA, and NUREG/GR series.

### Publishing Formal Reports (B)

NUREG series reports will be printed and distributed by NRC from camera-ready copy submitted by the contractor to the Regulatory Publications Branch, MS P-223, U.S. Nuclear Regulatory Commission, Washington, DC 20555. The camera-ready copy is to be prepared in accordance with the provisions of this handbook. Recommended guidelines for the organization and format of formal reports are specified in "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1).

When the report contains sensitive unclassified or classified information, the contractor must comply with Management Directive 12.2, NRC Information Security Program (formerly MC 2101).

## Publishing Formal Reports (B) (continued)

If a draft is desired prior to completion of a final report, specify in the statement of work (SOW) the due date for delivering the final camera-ready copy after receiving NRC or participant comments (if applicable) on the draft. State that all draft material be submitted to the cognizant NRC contact.

When the contractor is to submit draft material for comment prior to the preparation of the final report, state that if there are NRC program or participant comments (if applicable), the contractor will be asked to make changes. If agreement on the changes is reached, the NRC contact will authorize the contractor to prepare the final copy and submit it to the NRC contact, if it is a letter report or input to a Safety Evaluation Report or an Environmental Statement, or to the Director, Division of Freedom of Information and Publications Services (DFIPS), if it is a camera-ready copy for printing and distribution. This is to be done to ensure proper publication, handling, distribution and, among other things, to preclude further changes that might nullify the agreement.

If **special caveats** were agreed to between the contractor and the NRC contact, the caveats should accompany Form 426A (Exhibit 1) for approval when it is sent to the NRC contact. A copy of special caveats should also accompany the camera-ready copy sent to DFIPS.

If **agreement on changes** to a formal technical report to be issued in the NUREG/CR series is not reached, the NRC contact may request the contractor to prepare the camera-ready copy with, in addition to the standard disclaimer required on all contractor formal reports (see Section II.F. below), any caveats deemed necessary to cover NRC objections. Such caveats may range from "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" to the addition of a preface setting forth the NRC opinion or footnotes at appropriate locations within the text.

If **NRC objections** cannot be covered in this manner, NRC can refuse to publish the report. In the case of DOE/National Laboratory reports, the DOE Operations Office Manager responsible for that laboratory should be informed by the NRC Office Director or Regional Administrator of the decision and the reasons therefor, with a copy to the Laboratory Director. In the case of another Federal agency, a State, or a private contractor, the person who entered into the contract should similarly be informed by the NRC contracting officer. The contractor is then free to publish the report without NRC

## Publishing Formal Reports (B) (continued)

being identified as the funding sponsor of the report and without the NRC disclaimer. Office Director or designee decisions may be appealed to the appropriate Deputy Executive Director for Operations.

## Publishing Unclassified Information in Open Literature and Presenting Papers (C)

Specify whether the contractor's principal investigator is permitted to publish in the **open literature** instead of submitting a final report and/or to present papers at public or association meetings during the course of the work. If that arrangement is authorized, add the following statement to the Statement of Work (SOW):

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work.

If the NRC contact wants to review the paper or journal article prior to presentation or submission for publication, state so in the SOW, as follows:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC contact in draft form and agreement has been reached on the content.

If the agreement is not reached, NRC may also require that the paper include in addition to the standard statement "Work supported by the U.S. Nuclear Regulatory Commission," any caveats deemed necessary to cover NRC objections. If NRC objections cannot be covered in this manner, NRC may refuse to authorize publication in the open literature and/or presentation of papers.

In the latter case, NRC will inform the contractor of the decision, as stated above. The contractor is then free to publish without NRC being identified as the funding sponsor of the information. Office Director

## Publishing Unclassified Information in Open Literature and Presenting Papers (C) (continued)

or designee decisions may be appealed to the appropriate NRC Deputy Executive Director for Operations.

If the contractor proposes to publish in the **open literature** or present the information at meetings *in addition* to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC. The NRC shall take one of the following actions: approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, the NRC may disapprove or delay presentation of papers on information that is subject to Commission approval that has not been ruled upon or which has been disapproved.

If the contractor requests permission to publish in the open literature even though the contract does not explicitly provide for this type of publication, the contract can be modified to provide for such presentations.

When the contractor submits journal articles for publication, each must be accompanied by the following statement:

The submitted manuscript has been authored by a contractor of the U.S. Government under Contract\* No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

All published papers and articles must include the following disclaimer:

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights. The views expressed in this paper are not necessarily those of the U.S. Nuclear Regulatory Commission.

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\*For DOE work orders the appropriate FIN number is applicable.

## Publishing Unclassified Information in Open Literature and Presenting Papers (C) (continued)

Should the contractor be requested by the journal or other publisher to transfer the copyright, the contract author will respond to the journal or other publisher in writing in accord with the sample letter shown as follows:

Dear (Copyright Holder's Name):

We recently received a document for signature assigning copyright and republication rights in the submitted article (title) to (name of publication). This letter is offered in lieu of the document as a means of completing the transfer of ownership. Accordingly, we hereby expressly transfer and assign our rights of ownership in the above-cited work to (name of publisher).

You are advised, however, that the above assignment and any publication or republication of the above-cited work is subject to the following Government rights:

The submitted manuscript has been authored by a contractor of the U.S. Government under Contract No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

Sincerely,

If NRC approves open literature publication and page charges and travel costs are required for the presentation of papers, see Management Directive 3.10, NRC Contractor Unclassified Papers, Journal Articles, and Press or Other Media Releases on Regulatory and Technical Subjects (formerly MC 3206).

## Reports Containing Sensitive Unclassified and Classified Information (D)

Examples of the proper marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards

## Reports Containing Sensitive Unclassified and Classified Information (D) (continued)

Information, and Classified (Confidential, Secret, and Top Secret) are provided in Management Directive 12.2, NRC Information Security Program (formerly MC 2101).

## Conference and Workshop Proceedings (E)

If NRC approves publication of compilations of papers presented at NRC-sponsored or cosponsored meetings, conferences, and symposia, see Management Directive 3.11, Conferences and Conference Proceedings (formerly MC 3207).

## Distribution of Reports to Contractors (F)

Up to 50 copies of printed unclassified NUREG/CR, NUREG/GR, and NUREG/IA reports will be bulk shipped to the contractor by NRC. (Joint Committee on Printing's *Government Printing and Binding Regulations* permit contractors to receive up to 50 copies of reports they have produced for NRC free of charge.) If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A (Exhibit 1). Contractors requesting single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC contact may address such request(s), with written justification, to the NRC contact. If the additional distribution is approved by the NRC contact, the contractor shall send address labels with the camera-ready copy to the Regulatory Publications Branch, DFIPS, USNRC, Washington, DC 20555, and that distribution will be made along with the standard distribution.

## Coordinating Contractor Press or Other Media Releases of Information (G)

A contractor may request permission to issue a press or other media release on the work being done. That request must be made to the NRC Office Director or designee, who will consult with the Public Affairs staff. The contractor must not issue a press release on nonroutine information without this prior approval. This approval may be obtained by a telephone call to the Office Director or designee to expedite the request. The contractor may appeal decisions not to authorize the release of information or delays in handling the request to the appropriate Deputy Executive Director for Operations.

## Part II

# Draft and Final NUREG Reports

### Identification Information (A)

#### NUREG Number (1)

Each contractor report published by NRC must be identified by a unique alphanumeric designation controlled and maintained by the Division of Freedom of Information and Publications Services (DFIPS). To obtain an NRC report number, call the Regulatory Publications Branch, DFIPS, at FTS 49-27001 or (301)49-27001.

The NRC identification numbers will have one of the following forms:

- NUREG/CR-0000
- NUREG/GR-0000
- NUREG/IA-0000

where CR indicates **contractor report**, GR indicates **grant report**, and IA indicates **international agreement report**. The contractor report number, if any, will be placed below the NUREG number on the title page and cover.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, number, supplement, part, addendum, or revision designation must appear immediately below the NRC report number and the contractor's report number, if any.

#### Author Names (2)

Authors' names routinely appear on the report cover and title page, unless doing so is impractical, as for an annual report having many contributors. Editors or compilers with subject-area expertise may also be identified as such on the cover and title page. Author

## Identification Information (A) (continued)

### Author Names (2) (continued)

affiliations need not be listed unless the affiliation differs from the organization creating the report.

### Organizational Identification (3)

The Regulatory Publications Branch, DFIPS, prepares the covers and title pages for all reports and will list information about the organization that created the report as it is provided.

### Previous Reports in Series (4)

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

### Report Dates (5)

The report dates are shown on the title page. These dates include the month and year the report is completed, and the month and year it is published.

## Report Organization and Components (B)

The organization and components of contractor reports vary somewhat, depending on their purpose and scope. Recommended format and organizational guidelines appear in "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1).

Each draft and final report prepared for NRC must include an abstract of 200 words or less that appears on a separate page preceding the table of contents. The abstract must also appear on the Bibliographic Data Sheet, NRC Form 335 (Exhibit 2A). The back of Form 335 contains instructions for completing the form (Exhibit 2B). Guidelines on the special writing requirements for preparing abstracts appears in Section 5.5 of NUREG-0650, Revision 1.



## Pre-Publication Reviews (C)

### Patent Review (1)

Patent implications must be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. If the work being reported is contractually managed through another Government agency (e.g., DOE National Laboratories), that Government agency should be requested by the contractor to perform the patent review. The result of the review must be reported on NRC Form 426A under item 8 (Exhibit 1).

If NRC directly administers the contract, or the contractor is unable to obtain a patent clearance from the Government agency administering the contract, the responsible NRC contracting officer must be consulted, and the responsible NRC technical contact shall consider the patent implications. If there is no need for patent review because of the certainty that the report contains no description of novel technical developments that may be of an inventive nature, mark "N/A" on the NRC Form 426A in the space for the Patent Counsel's signature. If there is a possibility that there is disclosure of developments of an inventive nature, the contracting officer shall request assistance from the NRC Assistant General Counsel for Administration, Office of the General Counsel, on FTS 49-21553 or (301)49-21553.

### Security Review (2)

Should a report of sensitive unclassified or classified work be required, the NRC contact must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of these procedures through the contracting officer. The standards for marking and handling these reports are given in Management Directive 12.2, NRC Information Security Program (formerly MC 2101).

### Copyright Review (3)

Copyrighted material must not appear in NRC-sponsored publications without written permission from the copyright holder. See NUREG-0650, Revision 1, Section 3.4, for information about obtaining copyright permission.

## Color Printing (D)

Regulations issued by the Joint Committee on Printing (JCP) restrict the use of color in printed materials to those uses that are of demonstrable value. JCP regulations specify that "Demonstrably valuable multicolor printing..." includes the following categories:

- Maps and technical diagrams where additional color is necessary for clarity. (a)
- Object identification (medical specimens, diseases, plants, flags, uniforms, etc.). (b)
- Safety programs, fire prevention, savings bonds programs, and competitive areas of personnel recruiting. (c)
- Areas wherein clearly identifiable savings in costs can be soundly predicated on multicolor use. (d)
- Printing for programs required by law, whose relative success or failure is in direct ratio to the degree of public response, and where that response can be logically attributable to the number of colors planned and the manner in which they are proposed to be used. (e)
- Color for promotional or motivational purposes such as programs concerning public health, safety, consumer benefits; or to encourage utilization of Government facilities such as programs for Social Security, Medicare, and certain areas of need for veterans would come within this category. (f)

The regulations indicate that the following categories do not meet the "demonstrable value" criteria.

- Printed items wherein additional color is used primarily for decorative effect. (a)
- Printed items where additional color is used primarily in lieu of effective layout and design. (b)
- Printed items where additional color is used excessively, i.e., four colors when two or three will fulfill the need; three colors when two are adequate; two colors when one is adequate. (c)
- Printed items wherein the inclusion of multicolor does not reflect careful, competent advanced planning which recognizes the contribution that the use of color is expected to make to the ultimate end-purpose. (d)

## Color Printing (D) (continued)

If color printing is anticipated when the statement of work or Standard Order for DOE work is being prepared, contact the Regulatory Publications Branch, DFIPS. Prior approval must be granted by the Director of DFIPS. If a requirement for color printing arises as the report is being prepared, submit a written justification for its use to the Director of DFIPS.

## Microfiche (E)

NRC contractors and DOE Laboratories submitting microfiche with reports must submit a hard copy of each microfiche, include headers on each microfiche, as shown in Exhibit 3, and conform to the following NRC specifications.\*

1. Microfiche must conform to either the 24/98 format for source documents with 14 columns and 7 rows (reduction ratio of 1:24) or the 48/270 format for computer output microfilm with 18 columns and 15 rows (reduction ratio of 1:48).
2. The microfiche sheet must be standard 105 mm x 148 mm.
3. The microfiche must be either a silver-halide master or a black or blue-black diazo placed in acid free envelopes.
4. The microfiche must contain headers as shown in the sample in Exhibit 3. Specifically, the first block of the header must contain the NUREG number (include volume or revision, if applicable), the contractor identification number, and the classification (e.g., unclassified, proprietary). The second block must contain the description of the microfiche and may include the contractor name. The third block must contain the publication date and sheet identification.
5. The header information must be eye readable on a clear background.
6. A foldout page must be microfilmed in sections if the page is too large to be microfilmed in a double frame. No less than 25 mm overlap of original material is acceptable.

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\*With the exception of items 3, 4, and 8, these specifications are consistent with the American National "Standard for Micrographics-Microfiche, ANSI/AIIM MS5-1985." Copies of this Standard are available from the American National Standards Institute, ATTN: Sales Department, 1430 Broadway, New York, NY 10018 (212)354-3300, or from the Association for Information and Image Management, ATTN: Publications Section, 1100 Wayne Avenue, Silver Spring, MD 20910 (301)598-8202.

### Microfiche (E) (continued)

7. The first frame must be blank (on the first sheet only), and the second frame must contain the National Institute of Standards and Technology's Reference Material resolution target in Microcopy Test Charts (NBS SKM 1010A).
8. Jacketed microfiche is unacceptable.

### Disclaimer (F)

The following notice will be added by the Regulatory Publications Branch, DFIPS, before the printing process on the inside front cover:

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.

The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed.

### Availability Information (G)

#### Reference Availability (1)

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office (GPO), at the National Technical Information Service (NTIS), or at other reference or sales outlets) or in the NRC Public Document Room (PDR). This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g.,

## Availability Information (G) (continued)

proprietary, national security, official use only, etc.). If the un retrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries.

Guidelines for developing and presenting reference material are provided in NUREG-0650, Revision 1.

### Report Availability (2)

Most final reports are sold by the GPO and NTIS. A statement indicating this availability is added to each report, as appropriate, by the Regulatory Publications Branch, DFIPS, before the report is printed.

Draft reports for which comments are requested are typically announced in the *Federal Register* as being available from the NRC. These reports are not sold at GPO or at NTIS.

## Forms (H)

### Bibliographic Data Sheet (NRC Form 335) (1)

All published NRC reports must include an NRC Form 335 as the final right-hand page of the manuscript. Instructions for completing the form appear on the back of the form. A completed Form 335 must be submitted to the Regulatory Publications Branch, DFIPS, with the camera-ready copy of the report. Exhibit 2A shows a completed Form 335.

### Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)

The NRC contact must submit a completed NRC Form 426A (Exhibit 1) with the camera-ready copy of the report to the Regulatory Publications Branch, DFIPS. NRC Form 426A must be signed by the staff member designated by the appropriate Office Director.

## Printing and Reprinting (I)

The Regulatory Publications Branch, DFIPS, will review the camera-ready report submitted for printing for its adherence to the standards and requirements set forth in this directive and handbook, as well as any relevant guidelines from NUREG-0650, Revision 1. Unsatisfactory manuscripts will be returned to the NRC contractor for appropriate action.

Submit a memorandum requesting a **reprint** to the Director, DFIPS, for approval. Include with the request a written justification and the approval of the Office Director of designee for reprinting. Send address labels for recipients of the reprinted copies, if appropriate.

## Distribution (J)

Distribution arrangements will be made by the Regulatory Publications Branch, DFIPS, for all copies of unclassified formal contractor reports in accordance with instructions on NRC Form 426A (Exhibit 1). The Regulatory Publications Branch, DFIPS, will also arrange automatic distribution of these reports to the NRC NUDOCS, the NRC PDR, NTIS, GPO, and the Depository Library Service.

Distribution of sensitive unclassified and classified reports will be made by the NRC sponsoring office on a case-by-case basis.

## Part III

# International Agreement Reports

### Background and Rationale (A)

NRC has cooperative nuclear safety research programs that involve either or both foreign governments and organizations and U.S. industry. These programs include monetary contributions, information exchange, and comments on program plans and results as authorized in 42 U.S.C. 5801. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified technical information from foreign participants to NRC. These procedures apply only to NRC-managed work.

The interests of all NRC international nuclear safety research program participants are served best by formal dissemination of information on these programs or codes developed for or in cooperation with NRC.

### Identification Information (B)

#### Cover and Title Page (1)

These will contain a title, subtitle (if appropriate), authors, performing organization, and NRC office sponsoring the project. The cover and title page will be prepared by the Regulatory Publications Branch, DFIPS.

#### NRC Report Number (2)

Each report must be identified by an NRC-controlled alphanumeric number as the prime number unique to that report. The centralized document control system for unique identification is maintained by DFIPS. Numbers may be obtained by calling Regulatory Publications Branch at FTS 49-24954 or (301)49-24954.

The NRC identification number will have the form:

- NUREG/IA-0000

## Identification Information (B) (continued)

### NRC Report Number (2) (continued)

where IA indicates "international agreement." The foreign participant's report number, if any, may be inserted below the NUREG number on the cover, if desired.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, number, supplement, part, addendum, or revision designation must appear below the report number and the foreign participant's report number, if any.

### Previous Reports in Series (3)

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

## Report Organization and Components (C)

The organization and components of cooperative agreement reports vary somewhat, depending on their purpose and scope. Each of these reports must include an abstract of 200 words or less that appears on a separate page before the table of contents. The abstract must also appear on the Bibliographic Data Sheet, Form 335 (Exhibit 2A). Instructions for completing the form appear on the back (Exhibit 2B). Guidance on the special writing requirements for preparing abstracts appears in Section 5.5 of NUREG-0650, Revision 1.

## Availability Information (D)

### References and Bibliographies (1)

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at GPO, at NTIS, or at other reference or sales outlets) or in the NRC PDR.

This means that references should not be made to personal communications, interviews, and unpublished information with restricted distribution (e.g., proprietary, national security, official use only). If the unretrievable information is important and unrestricted, it



## Availability Information (D) (continued)

### References and Bibliographies (1) (continued)

can be quoted in the text, in footnotes, or in appendixes. If the title of a document containing proprietary information is unclassified, it can also be quoted in the text, in a footnote, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries. Guidelines for developing and presenting reference material are provided in NUREG-0650, Revision 1.

### Report Availability (2)

These reports will be made available for sale by GPO and NTIS.

## Disclaimer (E)

The following notice will be added by the Regulatory Publications Branch, DFIPS, on the inside front cover prior to printing.

### NOTICE

This report was prepared under an international cooperative agreement for the exchange of technical information. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product, or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.

## Forms (F)

### Bibliographic Data Sheet (NRC Form 335) (1)

A typed NRC Form 335 (Exhibit 2A) must be submitted with the camera-ready copy to the Regulatory Publications Branch, DFIPS, as the final right-hand page.

## Forms (F) (continued)

### Release to Publish Unclassified NRC Contractor, Consultant, or Conference Proceedings Reports (NRC Form 426A) (2)

An NRC Form 426A (Exhibit 1) must be completed and signed by the Office Director or designee and submitted with the camera-ready copy of the report to the Regulatory Publications Branch, DFIPS.

## Classified or Sensitive Unclassified Information (G)

The NRC contact should refer to Management Directive 12.2, NRC Information Security Program (formerly MC 2101), or call the Division of Security for answers to questions about the status of classified or sensitive unclassified information in NUREG/IA reports.

## Part IV

### Books

These guidelines apply to books written by contractors and grantees that are printed by NRC. See Section V below for guidance on publications, including books, by grantees.

#### Definition (A)

A book refers to a publication intended as a permanent reference or as a textbook or major critical review of a technical or regulatory topic.

#### Format (B)

Books are usually 6 x 9 inches in trim size, but size will be based on such requirements as ease of use and legibility for graphics, foldouts, and the like. The binding (casebound or paperback) will be chosen according to the need for durability. Additional guidance on manuscript preparations can be found in the U.S. Government Printing Office *Style Manual* and in *The Chicago Manual of Style* (13th edition). Refer also to NRC's "Publishing Documents in the NUREG Series" (NUREG-0650, Revision 1).

The contractor shall submit to the NRC project manager the typeset (photocomposed) manuscript suitable for printing. The NRC contact shall submit the manuscript to the Chief, Regulatory Publications Branch, DFIPS, where it will be reviewed for adherence to the standards set forth and referenced in this directive and handbook. The manuscript will also undergo a printing acceptability review by the Printing, Audiovisual, and Mail Services Branch, DFIPS. Unsatisfactory manuscripts will be reported to the NRC contact for appropriate contractual action by the NRC contracting officer or, in the case of Government agency or interagency agreement work, the publications manager of the performing organization.

### Format (B) (continued)

DFIPS will approve design of the cover and title page to contain the appropriate information concerning:

- (1) author names(s)
- (2) organizational identification
- (3) public availability and sales.

All books must include a comprehensive subject index of the book's contents, unless it is made up almost exclusively of graphical or tabular matter. See NUREG-0650, Revision 1, or *The Chicago Manual of Style* (13th ed.) for guidelines on creating an index.

### NRC Document Number (C)

Each book must be identified by an NRC-controlled alphanumeric code unique to that book. The alphanumeric code will have the form: NUREG/CR for contractor-prepared books and NUREG/GR for grantee-prepared books.

When a book consists of more than one volume or binding, or is issued in more than one edition, an appropriate volume, number, supplement, part, addendum, or revision designation must appear directly below the document number.

Numbers are assigned by the Regulatory Publications Branch, DFIPS. The number may be obtained in advance of the time that the manuscript is submitted to DFIPS for printing by calling the Regulatory Publications Branch at FTS 49-24954 or (301)49-24954. The DFIPS staff will arrange to meet with the NRC contact for the project and when appropriate, the author(s), to discuss the publication production requirements and schedule for the book.

### Availability of Reference Materials (D)

The guidelines for availability of reference material applicable in Section II.G. of this handbook also apply to contractor-prepared and grantee-prepared books published by NRC.

## Reviews (E)

### Peer (1)

NRC published books must undergo peer review from experts within and outside NRC. Peer review refers to a critical evaluation of the technical contents of a publication. These reviews may be conducted anonymously by reviewers from the author's own or a related field who are totally independent of the work leading to the manuscript.

Reviewers should be chosen by the NRC Office sponsoring the book from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims. Peer reviewers should be chosen for their expertise in the subject matter of the book. They may come from academia, the National Laboratories, other Federal agencies, or from other research institutes or consulting firms. They may be identified from the membership rolls of professional societies, ANSI subcommittees, and the like. Do not choose more than one reviewer from the same organization.

When assessing potential peer reviewers, screen for demonstrated competence and achievement in a specific discipline or research specialty. Assess competence based on the quality of research accomplished, publications in refereed journals, and other significant technical activities, achievements, and honors. Consider the judgement, perspective, and objectivity of reviewers. Consider also the personal integrity of those selected to ensure the confidentiality of information reviewed. Finally, avoid real or perceived conflicts of interest. Do not choose reviewers who are licensees or consultants to licensees nor reviewers from intervenor groups. Likewise, do not choose reviewers who may profit financially from influencing the information reviewed.

The services of reviewers from outside the agency may be acquired through consultant services contracts. The decision as to whether to reimburse peer reviewers should be made on a case-by-case basis, however. Recognize that reimbursing peer reviewers may give the appearance of a conflict of interest, suggesting to some that because NRC is paying for this service, the agency will seek only reviewers thought to be favorably disposed to the material reviewed. One way to offset this impression is to seek recommendations for peer reviewers from independent organizations, like the American Physics Society,

## Reviews (E) (continued)

### Peer (1) (continued)

the American Nuclear Society, the American Society of Mechanical Engineers, or appropriate universities. Reimbursement could then be made to the organization.

### Copyright (2)

Copyrighted material must not be reproduced in NRC books without the written permission of the copyright holder. See NUREG-0650, Revision 1, Section 3.4, for information about obtaining copyright permission.

### Security (3)

Based on knowledge of the information sources used, the author is responsible for ensuring that the manuscript does not contain classified or other access-controlled information. If there is uncertainty with respect to the security classification of a reference document or manuscript, an authorized classifier or the NRC Division of Security should be contacted for assistance. See also Management Directive 12.2, NRC Information Security Program (formerly MC 2101).

### Patent (4)

The patent-review guidelines for draft and final formal reports specified in Section II.C of this handbook also apply to contractor- and grantee-prepared books.

## Publishing Authorization Form (F)

A completed NRC Form 426A (Exhibit 1), signed by the Office Director or designees or by a DOE National Laboratory-authorized official if the publication is done for the Office of Nuclear Regulatory Research, if applicable, must be submitted to DFIPS with the book manuscript.

## Disclaimers (G)

The following standard U.S. Government notice will be added prior to printing:

## Disclaimers (G) (continued)

This document was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product, or process disclosed in this document, or represents that its use by such third party would not infringe privately owned rights.

The following additional statement may be printed below the standard disclaimer, if authorized by the NRC Office Director or designee.

This document was prepared under U.S. Nuclear Regulatory Commission (NRC) Contract No. \_\_\_\_\_. The opinions, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the NRC.

Other qualifying statements may be added, if needed.

## Printing (H)

Book manuscripts must be submitted by DFIPS to GPO for printing. The printing cycle requires from 6 to 8 weeks.

## Distribution and Sales (I)

Distribution will be arranged by the DFIPS staff in accordance with distribution guidance provided by the NRC project manager on NRC Form 426A (Exhibit 1).

Free distribution should be limited to those who contributed materially to the book or to those for whom the book's subject matter bears directly on their work at or for NRC.

DFIPS will arrange to make the book available for sale through GPO. DFIPS will also arrange to have it made available at the NRC PDR and the GPO Depository Library Program.

## Part V

# Grant Publications

### Background and Rationale (A)

The Nuclear Regulatory Commission funds grants for educational and nonprofit institutions, State and local Governments, and professional societies for the expansion, exchange, and transfer of knowledge and ideas pursuant to the Atomic Energy Act of 1954, as amended, Sections 31.a. and 141.b.

### Publication of Results (B)

The grant will specify the publication requirements of the award. Grant results may be published by NRC, by the grantee, or in the open literature.

#### Publication by NRC (1)

This publication option must be governed by the guidelines specified in Part I of this handbook for reports or in Part III of this handbook for books, as appropriate. See Identification of Grant Publications in the paragraphs under V.C.

#### Publication by a Grantee (2)

When the grant specifies that the grantee is to publish the results, the grantee must grant to the Government a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the grantee's performance under the grant.

#### Open Literature Publication by Grantee (3)

When the grantee submits journal articles for publication, each must be accompanied by the following statement:



## Publication of Results (B) (continued)

### Open Literature Publication by Grantee (3) (continued)

The submitted manuscript has been authored by a grantee of the U.S. Government under Grant No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

All open literature publications prepared under this grant must contain the following statement:

This paper was prepared with the support of the U.S. Nuclear Regulatory Commission (NRC) under Grant No. \_\_\_\_\_. The opinions, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the NRC.

Should the grantee be requested by the journal or other publisher to transfer the copyright, the grantee author will respond to the journal or other publisher in writing in accord with the sample letter shown as follows:

Dear (Publisher's Name):

We recently received a document for signature assigning copyright and republication rights in the submitted article (title) to (name of publication). This letter is offered in lieu of the document as a means of completing the transfer of ownership. Accordingly, we hereby expressly transfer and assign our rights of ownership in the above-cited work to (name of publisher).

You are advised, however, that the above assignment and any publication or republication of the above-cited work is subject to the following Government rights:

The submitted manuscript has been authored by a grantee of the U.S. Government under grant No. \_\_\_\_\_. Accordingly, the U.S. Government has a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

Sincerely,

## Publication of Results (B) (continued)

### Reprints of Open Literature Publications (4)

When any article resulting from work under the grant is published in a scientific, technical, or professional journal, two reprints of the publication must be sent to the cognizant NRC Program Officer, clearly labeled with the grant number and other appropriate identifying information.

## Identification of Grant Publications (C)

Each report or book published by NRC that results from a grant must be identified by an alphanumeric number, as follows:

- NUREG/GR-0000

When the publication consists of more than one volume, number, supplement, part, or binding, or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation must appear below the NUREG/GR number.

Numbers may be obtained from the Regulatory Publications Branch at FTS 49-24954 or (301)49-24954.

## Pre-Publication Reviews (D)

The U.S. Congress characterizes the relationship between a Federal agency and a grant recipient as one in which "the recipient can expect to run the project without agency collaboration, participation, or intervention as long as it is run in accordance with the terms of the instrument...."

## Glossary\*

**Book.** A publication intended as a permanent reference or textbook or as a major critical review of a technical or regulatory topic. It may be *casebound* (hardback) or paperbound.

**Camera-ready copy.** Pages ready for printing by the offset printing process. This is a colloquial term used even though the printing process may not involve the so-called copy camera (see also *reproducible masters*).

**Casebound.** Term denoting a book with a hard cover.

**Compose.** To arrange letters, in type or film, for printing. Usually synonymous with *typesetting*.

**Composition.** The process of setting type by hot-metal casting, phototypesetting, or electronic character generating devices (e.g., computers) for the purpose of producing *camera copy*, negatives, a plate, or image to be used in the production of *printing* or microform.

**Contractor report.** Record of work done (a report) prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

**Copyright.** A form of protection provided by the laws of the United States (Title 17, U.S. Code), to the authors of "original works of authorship" including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Copyrighted material may not be reproduced without the permission of the author or publisher.

**Disseminate.** To announce the publication of reports and make them available for free distribution, sale, or copying.

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\*Words in *italics* in definitions are also defined in the glossary.

## Glossary (continued)

**Distribute.** To dispense reports to specific organizations and individuals to ensure their participation in the regulatory process and support of research and technological investigations. Such distribution may be accomplished by the use of standard distribution data banks established and maintained by the Division of Information Support Services, Office of Information Resources Management, at the request of the originating office or region.

**Documentation.** Classification and associated markings required for classified or sensitive unclassified documents, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or FIN number), date, and availability.

**Edition.** All copies of a book printed from the same type. Edition also refers to format, such as *paperback*, *casebound*, or to the text, as revised, expanded, and so on. If extensive revisions have been made to the text and the book is reprinted, the revised version is the new edition.

**Grant.** A legal instrument which defines the relationship between the Government and a recipient for the transfer of money, property, services or anything of value to the recipient for the accomplishment of a public purpose of support or stimulation authorized by law. A grant presumes a limited amount of involvement by the agency in the performance by the recipient.

**Grant Report.** A record of work done prepared in accordance with the provisions of *grant*.

**Index.** An alphabetical list of all major topics discussed in a *book*. It cites the page numbers where each topic can be found. The index comes as the last section of a book.

**International agreement.** Cooperative nuclear safety research programs that involve either or both foreign governments and organizations and U.S. industry. Such involvement, authorized under 42 U.S.C. 5801, includes monetary contributions, information exchanges, and comments on program plans and results.

**International agreement report.** A record of work done prepared in accordance with the provisions of an *international agreement*.

## Glossary (continued)

- Manuscript.** A handwritten, typewritten, or *composed* version of a document, as distinguished from a printed copy.
- NRC project manager.** The NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.
- Paperback.** A *book* with a flexible paper cover.
- Peer review.** A critical evaluation of the technical contents of a publication. These reviews are conducted by reviewers from the author's own or a related field who are totally independent of the work leading to the *manuscript*. Reviewers should be chosen from the potential audience for the publication and should provide an independent judgment about whether the publication successfully accomplishes the author's aims.
- Photocomposition.** *Typesetting* performed when photosensitive paper or film is exposed to light in the form of letters and characters. Photocomposition is to be distinguished from hot metal and typewriter *composition*.
- Printing.** As defined by the Joint Committee on Printing, includes and applies to the process of *composition*, platemaking, presswork, collating, and microform; the equipment used in such processes; or the end product produced by such processes and equipment.
- Proprietary information.** Trade secrets; privileged or confidential research, development, commercial or financial information, exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.17); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.
- Public domain.** Materials on which *copyright* never existed, such as U.S. Government publications, or on which copyright has expired.
- Publicly available documents.** Information (reports and references) that is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the *public domain*.

## Glossary (continued)

**Reproducible masters.** *Camera-ready copy* that includes (1) originals of line drawings (or prints that can be copied); (2) glossy prints of black and white photographs; (3) original *typeset* or printed text, tables, cover, title page, contents, and abstract; or (4) other forms of the materials that a printer can reproduce.

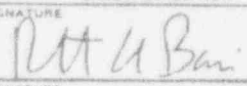

**Trim size.** The final size of the whole page, margins included.

**Typesetting.** The placement of type on a page (letters, numbers, and other characters) in conformance with specific style and layout instructions.

**Unique identification.** NRC identification (NUREG number) used on a report and its attachments, revisions, and supplements, that is not used on any other publication.

Unclassified Contractor and Grantee  
 Publications in the NUREG Series  
 Part 1 - Publications, Mail, and Information Disclosure  
 Handbook 3.8 Exhibits

Exhibit 1

NRC FORM 426A (3-89) NRCM 1102, 3203		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any) NUREG/CR-5627 BNL-NUREG-52257	
RELEASE TO PUBLISH UNCLASSIFIED NRC CONTRACTOR, CONSULTANT, OR CONFERENCE PROCEEDINGS REPORTS (Please Type or Print)				Obtain from the Technical Publications Section on 492-7952	
2. TITLE AND SUBTITLE (Give in full as shown on document) Alternate Modal Combination Methods in Response Spectrum Analysis				3. FIN OR GRANT NUMBER (Do not list DOE contract number) A-3955	
4. AUTHORS (If more than three, name first author followed by "and others") P. Bezler and others					
5. CONTRACTOR Brookhaven National Laboratory Department of Nuclear Energy		MAILING ADDRESS (Number and Street, City, State and ZIP Code) Building 129 Upton, NY 11973		TELEPHONE NUMBER 666-2447	
6. TYPE OF DOCUMENT (Check appropriate box)					
<input checked="" type="checkbox"/> A. TECHNICAL REPORT					
<input checked="" type="checkbox"/> FORMAL <input type="checkbox"/> LETTER REPORT					
<input type="checkbox"/> B. CONFERENCE PAPER (If so, complete items (1), (2), and (3) below)					
(1) TITLE OF CONFERENCE PAPER:					
(2) DATE(S) OF CONFERENCE:					
(3) LOCATION OF CONFERENCE:					
<input type="checkbox"/> C. OTHER (Indicate type of item)					
7. DISTRIBUTION (List NRC distribution codes. Provide mailing label for special distribution not covered by NRC codes. If NRC staff, provide mailing label only. If external, provide complete mailing address.) RA 50 copies: Judy Liu, Technical Information Division, Bldg. 477B, Brookhaven National Laboratory, Upton, NY 11973 10 copies: Nilesh Chokshi, RES, NL/S-217					
8. CERTIFICATION (ANSWER ALL QUESTIONS)					
YES	NO	A. REFERENCE AVAILABILITY - All material developed in this report available to the public either through a public library, the Government Printing Office, the National Technical Information Service, or the NRC Public Disclosure Room? If no, list the specific availability of a referenced document with the reference listing below.			
<input checked="" type="checkbox"/>		SPECIFIC AVAILABILITY:			
	<input checked="" type="checkbox"/>	B. COPYRIGHTED MATERIAL - Does this report contain copyrighted material? If yes, attach a letter of release from the source that waives the copyright.			
	<input checked="" type="checkbox"/>	C. COMPUTER CODES - Does this report contain a computer code? If yes, does it comply with the standards in NRC Manual Chapter 0904, "Planning and Control of Automatic Data Processing (ADP) Resources"?			
	<input checked="" type="checkbox"/>	D. PATENT CLEARANCE - Does this report require patent clearance? If yes, the NRC Patent Counsel must signify clearance by signing below.			
		NRC PATENT COUNSEL (Type or Print Name)		SIGNATURE	
				DATE	
	<input checked="" type="checkbox"/>	E. INFORMATION REQUESTS - Does this report contain any questionnaires, surveys, or data collection requests?			
	<input checked="" type="checkbox"/>	F. LICENSING REQUIREMENTS - Does this report impose requirements on licensees?			
9. AUTHORIZATION					
A. DOE LAB AUTHORIZED OFFICIAL (If applicable) (Type or print name)		SIGNATURE		DATE	
R.A. Bari				9/25/90	
B. NRC RESPONSIBLE STAFF MEMBER (Type or print name)		SIGNATURE		OFF/DIV	TELEPHONE
A. Murphy				MAIL STOP	DATE
				442-3860	NLS217A 10/10/90

Unclassified Contractor and Grantee  
Publications in the NUREG Series  
Part 1 - Publications, Mail, and Information Disclosure  
Handbook 3.8 Exhibits

## Exhibit 2A

BIBLIOGRAPHIC DATA SHEET <small>(See instructions on the reverse)</small>		1. REPORT NUMBER <small>(Assigned by NRC. Add Vol., Sub., Rev., and Addition Numbers, if any.)</small>
2. TITLE AND SUBTITLE  Pressure-Dependent Fragilities for Piping Components: Pilot Study on Davis-Besse Nuclear Power Station		NUREG/CR-5603 EGG-2607
5. AUTHOR(S)  D.A. Wesley, T.R. Kipp, D.K. Nakaki, H. Hadidi-Tamjed		3. DATE REPORT PUBLISHED MONTH   YEAR October   1990
8. PERFORMING ORGANIZATION - NAME AND ADDRESS (If NRC, provide Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address, if applicable, provide city and mailing address.) ABB Impell Corporation 27401 Los Altos, Suite 480 Mission Viejo, CA 92691		4. FIN OR GRANT NUMBER B5699
9. SPONSORING ORGANIZATION - NAME AND ADDRESS (If NRC, treat "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.) Division of Safety Issue Resolution Office of Nuclear Regulatory Research U.S. Regulatory Commission Washington, D.C. 20555		6. TYPE OF REPORT Technical
10. SUPPLEMENTARY NOTES		7. PERIOD COVERED (Include Dates)
11. ABSTRACT (200 words or less)  The capacities of four, low-pressure fluid systems to withstand pressures and temperatures above the design levels were established for the Davis-Besse Nuclear Power Station. The results will be used in evaluating the probability of plant damage from Interfacing System Loss of Coolant Accidents (ISLOCA) as part of the probabilistic risk assessment of the Davis-Besse nuclear power station undertaken by EG&G Idaho, Inc. Included in this evaluation are the tanks, heat exchangers, filters, pumps, valves, and flanged connections for each system. The probabilities of failure, as a function of internal pressure, are evaluated as well as the variabilities associated with them. Leak rates or leak areas are estimated for the controlling modes of failure. The pressure capacities for the pipes and vessels are evaluated using limit-state analyses for the various failure modes considered. The capacities are dependent on several factors, including the material properties, modeling assumptions, and the postulated failure criteria. The failure modes for gasketed-flange connections, valves, and pumps do not lend themselves to evaluation by conventional structural mechanics techniques and evaluation must rely primarily on the results from ongoing gasket research test programs and available vendor information and test data.		
12. KEY WORDS/DESCRIPTORS (List words or phrases that will assist researchers in locating the report.) pressure-dependent fragilities piping components Interfacing System Loss of Coolant Accidents (ISLOCA) probabilistic risk assessment Davis-Besse Nuclear Power Station		13. AVAILABILITY STATEMENT Unlimited
		14. SECURITY CLASSIFICATION <small>(If not Page)</small> Unclassified <small>(If not Report)</small> Unclassified
		15. NUMBER OF PAGES
		16. PRICE



## Exhibit 2B

DO NOT PRINT THESE INSTRUCTIONS AS A PAGE IN THE NUREG REPORT

### INSTRUCTIONS

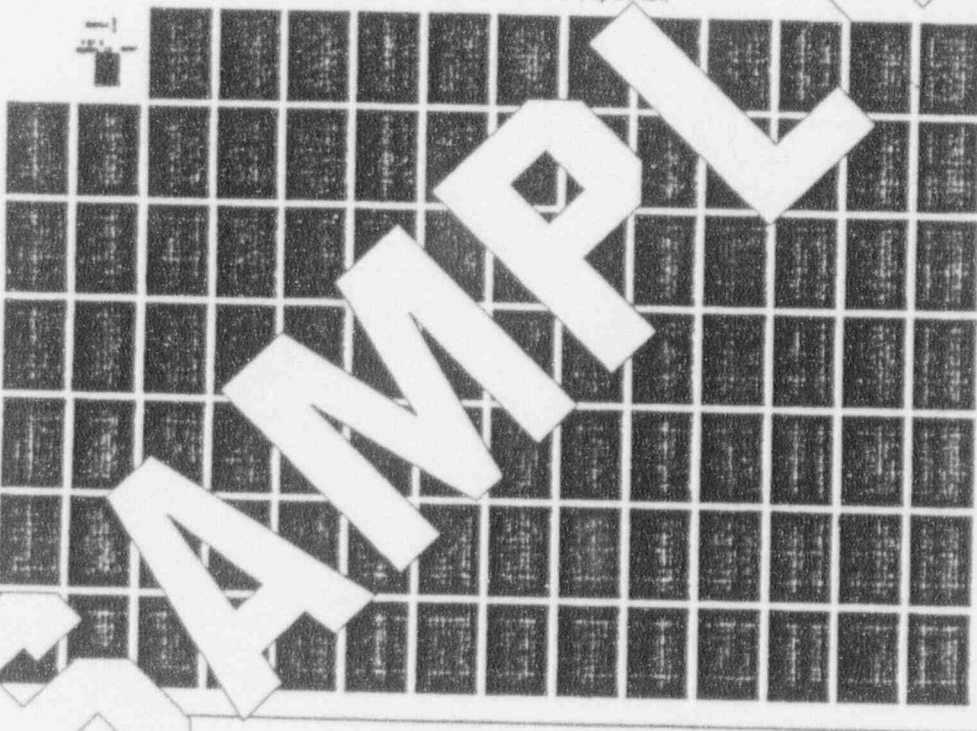
NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1987 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report must carry a unique alphanumeric designation (NUREG) assigned by the Regulatory Publications Branch, Division of Freedom of Information and Publications Services, in accordance with American National Standard ANSI Z39.23-1983, Standard Technical Report Number (STRN). Use uppercase letters, Arabic numerals, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/RR-0010. For reports in a series add Vol., Supp., Rev., and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG-series number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report; including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parenthesis.
3. **DATE REPORT PUBLISHED.** Each report must carry a date indicating month and year published.
4. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, annual, quarterly, etc.
7. **PERIOD COVERED.** Add inclusive dates.
8. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
9. **SPONSORING ORGANIZATION.** If NRC, type "Same as above"; if contractor, provide NRC Division, Office or Region, U.S. Nuclear Regulatory Commission, and mailing address.
10. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with ... Presented at conference of ... To be published ... Docket No. ... When a report is revised, indicate whether the new report supersedes or supplements the older report.
11. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
12. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-5, the proper authorized terms that identify the major concept of the research, and are sufficiently specific and precise to be used as index entries for cataloging.
13. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
14. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
15. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
16. **PRICE.** Leave blank. (Added by NTIS)

U.S. GOVERNMENT PRINTING OFFICE: 1986 O-544 554

### Exhibit 3

#### MICROFICHE SHEET SAMPLE

NUREG/CR-XXXX CONTRACTOR ID NO. CLASSIFICATION	DESCRIPTION OF MICROFICHE (e.g., Appendix A)	PUBLICATION DATE 01 of 09 (Sheet ID)
CONTRACTOR NAME (Optional)		
		

## 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.

