

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
2. CONTRACT NO. NRC-33-94-173	3. EFFECTIVE DATE 1/01/94	4. REQUISITION/PROJECT NO. IRM-94-173			
5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Branch 1 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Administration Br. 2 Washington, D.C. 20555			
7. NAME AND ADDRESS OF CONTRACTOR Data General Corporation 7927 Jones Branch Drive, #200 McLean, Virginia 22102-3377  Principal Investigator/Technical Contact: Jim Hoyt Telephone No: (703) 827-9600		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		9. DISCOUNT FOR PROMPT PAYMENT N/A			
11. SHIP TO/MARK FOR CODE N/A	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM MNBB Mail Stop 11104 Washington, D.C. 20555				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c) [ ] [ ] 41 U.S.C. 253(c) [ ]					
14. ACCOUNTING AND APPROPRIATION DATA Appn No. 31X0200.410 BOC: 2452 Job Code: B-1663 B&R No. 410-20-615-600 Amount Obligated: \$165,200.00					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts Data General Corporation's proposal dated September 30, 1993 and as revised, dated November 5, 1993, both of which are hereby incorporated into this contract by reference, to provide preventive, remedial, and on-call maintenance of NRC's Data General computers and peripheral equipment as set forth in Solicitation No. RS-IRM-93-228. This is a one year fixed price requirements type contract.					
15G. TOTAL AMOUNT OF CONTRACT (ESTIMATED)					\$166,200.00
EXCEPTION TO STANDARD FORM SF26 (REV.4-85) FAR(48 CFR) 53.214(a)				Prescribed by GSA	

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NRC-33-94-173 PDR

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

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print) <i>Jim Hoyt</i> <i>FEDERAL MARKETING INC.</i>	20A. NAME OF CONTRACTING OFFICER <i>Elois J. Wiggins</i>
19B. NAME OF CONTRACTOR by <i>[Signature]</i> (Signature of person authorized to sign) <i>12/16/93</i>	20B. UNITED STATES OF AMERICA by <i>[Signature]</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>12/16/93</i>	20C. DATE SIGNED <i>12/16/93</i>

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

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## PART I - THE SCHEDULE

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

## B.1 PROJECT TITLE

The title of this project is as follows:

Data General Equipment Maintenance

[End of Clause]

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

## (a) Brief description of work:

The Contractor shall provide preventive, remedial, and on-call maintenance for NRC Data General computers and peripheral equipment located in the Washington, D.C. metropolitan area, as specified in Section C.

- (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 SCHEDULE FOR MONTHLY MAINTENANCE PRICES (Applies to B.5.1)

The Contractor shall provide monthly maintenance of the computer equipment listed below at the unit price and total price listed below. All changes including either additions or subtractions or exchanges, in accordance with the paragraph "Changes to Equipment" in Section C herein, shall result in a modification to the contract based on these stated unit prices.

Note: All references to "Orders" throughout this contract apply to B.5.2 and B.5.3 only.

MONTHLY MAINTENANCE PRICES

**Section B**  
(Applies to 8.5.1)

**PAYROLL**

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	E8952-A	MV/15000 Mod 8, 8MB	\$198.00	\$198.00
2	1	E8236	360MB Disk Subsystem	\$123.00	\$123.00
	2	E8236-A	380MB Disk Drive (Add-On)	\$93.00	\$186.00
3	1	E8299	1600/8250 BPI Mag Tape Subsystem	\$190.00	\$190.00
4	1	4370	IAC/16	\$34.00	\$34.00
5	1	E4372-A	1-TCB/16 & Rack	\$0.00	\$0.00
6	1	4369	IAC/8 for use with TCB/8	\$32.00	\$32.00
7	1	E4371-A	Term Conn IAC/8 Rack Mount	\$0.00	\$0.00
8	2	1344-A	One Bay Cabinet	\$0.00	\$0.00
9	1	E8393	Dasher D/411 Monitor w/kybd	\$6.00	\$6.00
10	2	E8391	Dasher D/214 Monitor w/kybd	\$8.00	\$12.00
11	1	59321-C	Dataproducts B1000 Center parallel interface	\$204.00	\$204.00
12	1	59329-D	Dataproducts BP2000 parallel intf	\$382.00	\$382.00
13	1	4380	ISC/2	\$28.00	\$28.00
14	1	8992-N	Bus Repeater	\$0.00	\$0.00
15	1	E8997	Expansion Chassis	\$16.00	\$16.00

**Subtotal Amount for Payroll:**

**\$1,391.00**

Section B  
(Applies to B.5.1.)

PERSONNEL

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	U1590-AE	MV/9600	\$141.00	\$141.00
1A	1	80108	32MB Memory Module	\$0.00	\$0.00
2	1	E6299	1800/6250 BPI Mag Tape Subsystem	\$190.00	\$190.00
3	8	4369	IAC/8 for use with TCB/8	\$32.00	\$192.00
4	1	E4372-B	Term Rack MNT Double Rack	\$0.00	\$0.00
5	8	4370	IAC/16	\$34.00	\$204.00
6	1	E4372-B	Term Rack MNT Double Rack	\$0.00	\$0.00
7	2	1344-A	One Bay Cabinet	\$0.00	\$0.00
8	1	E8997	Expansion Chassis	\$16.00	\$16.00
9	2	4380	ISC/2	\$28.00	\$56.00
10	1	8992-N	Bus Repeater	\$0.00	\$0.00
11	1	E6194	TP/2 Printer	\$38.00	\$38.00
12	1	59337-C	C.ITOH 800 printer	\$87.00	\$87.00
13	1	59321-C	Dataproducts B1000 Center parallel interface	\$204.00	\$204.00
14	1	E6236	360MB Disk Subsystem	\$123.00	\$123.00
16	1	6631-A	600MB RAM Drive	\$48.00	\$48.00
17	1	6631	600MB RAM Subsystem	\$58.00	\$58.00
18	1	6621	1.2GB RAM Subsystem	\$89.00	\$89.00
19	1	6683G	Dasher D/412 Terminal w/kybd	\$4.00	\$4.00

Subtotal Amount for Personnel:

\$1,448.00

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Section B  
(Applies to B.5.1)

FFS

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	E8948-A	MV/15000 Mod 8 32MB	\$220.00	\$220.00
2	2	E8238	360MB Disk Subsystem	\$123.00	\$246.00
3	1	E8299	1600/8250 BPI Mag Tape Subsystem	\$190.00	\$190.00
4	4	4370	IAC/16	\$34.00	\$136.00
5	1	E4372-B	Term Rack MNT Double Rack	\$0.00	\$0.00
6	1	4369	IAC/8 for use with TCB/8	\$32.00	\$32.00
7		4371-A	TCB & Rack	\$0.00	\$0.00
8	3	E4371-A	Term Conn IAC/8 Rack Mount	\$0.00	\$0.00
9	3	1344-A	One Bay Cabinet	\$0.00	\$0.00
10	1	E6393	Dasher D/411 Monitor w/kybd	\$8.00	\$8.00
11	1	59351-D	Dataproducts LB2000 w/Data Products interface	\$237.00	\$237.00
12	15	E6392	Dasher D/215 Monitor w/kybd	\$6.00	\$90.00
13	1	E6236-A	360MB Disk Drive (Add-On)	\$93.00	\$93.00
14	1	8992-N	Bus Repeater	\$0.00	\$0.00
15	1	E8997	Expansion Chassis	\$16.00	\$16.00
16	1	4217	Comm I/O Printer	\$11.00	\$11.00
17	1	6621	1.2GB RAM Subsystem	\$89.00	\$89.00
18	1	6621-A	1.2GB RAM Add On Drive	\$77.00	\$77.00
19	2	4380	ISC/2	\$28.00	\$56.00

Subtotal Amount for FFS:

\$1,499.00



Section B  
(Applies to B.5.1)

SYSTEM F

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	8724-G	MV/8000 w/1MB ERCC MOS Mem:	\$557.00	\$557.00
	3	8707	1MB ERCC Mem	\$49.00	\$147.00
2	1	4380	16 line intel. Controller	\$36.00	\$36.00
3	3	4359	8 line Intej. Controller	\$32.00	\$96.00
4	1	6028	Dual Mode Mag Tape Subsys	\$118.00	\$118.00
5	1	6236	360MB Disc Subsystem	\$123.00	\$123.00
6	1	6194	TP/2 Printer	\$38.00	\$38.00
7	1	E6236-A	360MB Disk Drive (Add-On)	\$93.00	\$93.00

Subtotal Amount for System F:

\$1,208.00

Section B  
(Applies to B.5.1)

SYSTEM G

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	8724-G	MV/6000 w/1MB ERCC MOS Mem	\$557.00	\$557.00
2	7	8707	1MB ERCC Mem	\$49.00	\$343.00
3	2	4360	16 line intel. Controller	\$36.00	\$72.00
4	1	4359	8 line Intel. Controller	\$32.00	\$32.00
5	1	6028	Dual Mode Mag Tape Subsys	\$118.00	\$118.00
6	1	6161	147MB Disk Subsystem	\$119.00	\$119.00
7	1	6236	360MB Disc Subsystem	\$123.00	\$123.00
8	1	59431-A	Printronix P300 Matrix line printer	\$92.00	\$92.00
9	1	59301-C	Dataproducts LB1015 band ptr w/centronics I/F	\$118.00	\$118.00
10	4	6567A	Dasher D/412+ Monitor & Kybd	\$4.00	\$16.00

Subtotal Amount for System G:

\$1,590.00

Section B  
 (Applies to B.5.1)

NUDOCS

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	8780-B	MV/10000 w/2MB Mem	\$557.00	\$557.00
2	1	8871	8MB Memory	\$197.00	\$197.00
3	2	59991-C	Dataram DR-280/8 8MB memory	\$33.00	\$66.00
4	3	8785	2MB Unlyersal Memory Module	\$90.00	\$270.00
5	1	4206	MCA	\$24.00	\$24.00
6	6	4370	IAC/16	\$34.00	\$204.00
7	1	4369	IAC/8 for use with TCB/8	\$32.00	\$32.00
8	1	8749	Battery Back Up	\$74.00	\$74.00
9	1	E1605-A	19" Cabinet Single Bay	\$0.00	\$0.00
10	2	6237	DG Disk Package	\$223.00	\$446.00
11	1	1344-E	Two Bay Cabinet	\$0.00	\$0.00
12	1	59791-B	ZETACO BMX-2 Tape controller	\$21.00	\$21.00
13	1	59881-A	STC 2922 100lps strm-tape;Pertec Intf	\$109.00	\$109.00
14	1	59881-A	STC 2922 100lps strm-tape;Pertec intf	\$109.00	\$109.00
15	1	59791-C	ZETACO ARZ-1 Disk controller	\$28.00	\$28.00
16	1	59944-A	CDC 9772 (XMD-II) 850MB Disk Drive	\$110.00	\$110.00
17	1	59944-A	CDC 9772 (XMD-II) 850MB Disk Drive	\$110.00	\$110.00
18	2	59792-A	ZETACO BMX-3 Disk controller	\$26.00	\$52.00
19	2	59952-A	FUJITSU 2351-A, 474MB disk drive	\$110.00	\$220.00
20	2	59952-A	FUJITSU 2351-A, 474MB disk drive	\$110.00	\$220.00
21	1	59374-SUBA	GE 1200 Tenninet Printer	\$70.00	\$70.00
22	1	59431-A	Printronic P300 Matrix line printer	\$92.00	\$92.00
23	1	59431-C	Printronic P600 Matrix line printer	\$123.00	\$123.00
24	1	4371-A	TCB & Rack	\$0.00	\$0.00
25	1	4371-B	TCB & Rack	\$0.00	\$0.00
26	1	4380	ISC/2	\$28.00	\$28.00
27	1	4245	Data Prod. 660LPM Printer	\$287.00	\$287.00

Subtotal Amount for NUDOCS:

\$3,449.00

Section B  
(Applies to B.5.1)

MV/40000

ITEM	QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT OF MONTHLY MAINTENANCE
1	1	E80002	MV/40000 Mod 4 64MB Mem	\$1,675.00	\$1,675.00
2	3	80009	32MB Memory for MV/40000	\$0.00	\$0.00
3	1	1339	25 Foot EIA RS/422 Cable	\$0.00	\$0.00
4	1	6455A-XA	Dasher D/578E Master Console	\$5.00	\$5.00
5	3	E10805-B	1 Bay Peripheral Cabinet	\$0.00	\$0.00
6	3	80020	MV/40-HA Chan. Proc.	\$46.00	\$138.00
7	2	15315E030	30 Meter External Cable	\$0.00	\$0.00
8	1	E80007	Ecl Channel Subsystem	\$43.00	\$43.00
9	2	E8997	Expansion Chassis	\$16.00	\$32.00
10	2	8992-N	Bus Repeater	\$0.00	\$0.00
11	2	E8746-B	Battery Back Up	\$35.00	\$70.00
12	2	4625	IAC/8 w/RS422 & RS/232	\$20.00	\$40.00
13	8	4623	IAC/24 w/RS422 & RS/232	\$40.00	\$320.00
14	2	4532-A	Intelligent LAN Controller	\$34.00	\$68.00
15	1	E6590	2GB 8MM Tape Backup Subsystem	\$62.00	\$62.00
16	2	4380	ISC/2	\$28.00	\$56.00
17	1	E80011-HA	MRC Free Standing System	\$65.00	\$65.00
18	2	80018	MRC Sys Interface PCB	\$23.00	\$46.00
19	1	80064-A	4.8GB RAMS Disk Package	\$346.00	\$346.00
20	2	80030	MRC Controller for RAMS Disk	\$26.00	\$52.00
21	1	UZDCAS10	MCR Controller for 354MB Disk	\$26.00	\$26.00
22	1	80033	MRC Controller for Disk, Tape	\$26.00	\$26.00
23	1	E80027-A	MRC Tri Density Tape Subsys	\$289.00	\$289.00
24	1	E5094B	DG Connect - 1344 Cab w/Door	\$0.00	\$0.00
25	12	5091TB	DG Connect - Patch Strip/IAC-8	\$0.00	\$0.00
26	8	5091KEA	DG Connect - IAC/24 3 Cable Set	\$0.00	\$0.00
27	3	5091IA	DG Connect - IAC/24 Adapter	\$0.00	\$0.00
28	54	5091PA	DG Connect - Patch Module	\$0.00	\$0.00

Section B  
(Applies to B.5.1)

29	8	5091FB	DG Connect - Large Frame	\$0.00	\$0.00
30	35	5091MA	DG Connect - Teco Dist. Block	\$0.00	\$0.00
31	8	5091KDA	DG Connect - Patch Cord	\$0.00	\$0.00
32	1	7905-G	HADA Disk Array	\$206.00	\$206.00
33	3	7902-A	Disk Array Hot Repair Drive	\$172.00	\$516.00
34	1	7619	Rear 15" Drive Chassis	\$9.00	\$9.00
35	1	7616	Redundant Power Option	\$4.00	\$4.00
36	2	6786	Hi Perf. SCSI II Host Adapter	\$9.00	\$18.00
37	1	7427	Input/Output Processor	\$18.00	\$18.00
38	2	15324E040	40 Foot Cable	\$0.00	\$0.00
39	1	30979-69H	Peripheral Microcode	\$0.00	\$0.00
40	1	6663A-NA	Dasher D/413 Terminal w/kybd	\$4.00	\$4.00
41	1	E6588-A	125 IPS Reel to Reel Tape System	\$100.00	\$100.00
42	1	15374E010	External Cable	\$0.00	\$0.00
43	1	15315E030	External Cable	\$0.00	\$0.00
46	3	6236-A	360MB Disk Drive (Add-On)	\$93.00	\$279.00
47	1	59791-B	ZETACO BMX-2 Tape controller	\$21.00	\$21.00
48	2	59791-C	ZETACO ARZ-1 Disk controller	\$28.00	\$56.00
49	2	59944-A	CDC 9772 (XMD-II) 850MB Disk Drive	\$110.00	\$220.00
50	6	59943-D	CDC 9720-1230 1,230MD disk drive	\$97.00	\$582.00
51	4	6621H-A	1.2GB RAMS Drive	\$77.00	\$308.00
52	1	80064-A	4.8GB RAMS Disk Package	\$346.00	\$346.00
53	1	80030	MRC Controller for RAMS Disk	\$26.00	\$26.00
54	1	6167	D480 with Keyboard	\$16.00	\$16.00
55	1	6130	Dasher D/400 Monitor Only	\$19.00	\$19.00
56	1	6131	Dasher D/400 Keyboard	\$5.00	\$5.00
57	1	59321-C	Dataproducts B1000 Center parallel interface	\$204.00	\$204.00
58	2	59681-A	STC 2922 100ips strm-tape, Pertec intf	\$109.00	\$218.00
59	3	6308	Dasher D/470 Terminal & Kybd	\$24.00	\$72.00
60	1	4373	Dataproducts B1000 Center parallel interface	\$204.00	\$204.00
61	4	6501A	D412 with Keyboard (Amber)	\$5.00	\$20.00

**Subtotal Amount for MV/40000:**

**\$3,265.00**

**Subtotal Amount All Systems:**

**\$13,850.00**

[End of Clause]

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

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$166,200.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The amount presently obligated with respect to this contract is \$166,200.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

**B.5 PRICES/COSTS**

BASE YEAR

	QTY.	UNIT	UNIT PRICE	TOTAL
1. Preventive and Remedial Maintenance for principal period from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays.	12	MO.	\$13,850.00	\$166,200.00
2. Preventive Maintenance outside the principal period.	48 (Estimated)	HRS.	\$ -0-	\$ -0-
3. On-Call Maintenance for extended period (which includes all other hours). Estimated number of calls: 37, Estimated 4 hours per call.	148 (Estimated)	HRS.	\$ -0-	\$ -0-

## B.5 (Continued)

TOTAL AMOUNT FOR BASE YEAR OF CONTRACT: \$166,200.00

## OPTION YEAR ONE

	QTY.	UNIT	UNIT PRICE	TOTAL
1. Preventive and Remedial Maintenance for principal period from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays.	12	MO.	\$13,850.00	\$166,200.00
2. Preventive Maintenance outside the principal period.	48 (Estimated)	HRS.	\$ -0-	\$ -0-
3. On-Call Maintenance for extended period (which includes all other hours). Estimated number of calls: 37, Estimated 4 hours per call.	148 (Estimated)	HRS.	\$ -0-	\$ -0-

TOTAL AMOUNT FOR OPTION YEAR ONE: \$166,200.00

## OPTION YEAR TWO

	QTY.	UNIT	UNIT PRICE	TOTAL
1. Preventive and Remedial Maintenance for principal period from 8:00 a.m. to 5:00 p.m. on Mondays through Fridays.	12	MO.	\$13,850.00	\$166,200.00
2. Preventive Maintenance outside the principal period.	48 (Estimated)	HRS.	\$ -0-	\$ -0-
3. On-Call Maintenance for extended period (which includes all other hours). Estimated number of calls: 37, Estimated 4 hours per call.	148 (Estimated)	HRS.	\$ -0-	\$ -0-

TOTAL AMOUNT FOR OPTION YEAR TWO: \$166,200.00

## B.5 (Continued)

TOTAL AMOUNT OF CONTRACT: (EXCLUSIVE OF OPTION YEARS): \$166,200.00

NOTE: The on-call maintenance hourly charges shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour. The hourly charges shall commence when the Contractor's service employee arrives at the designated NRC service point and ends upon completion of the repair effort at the designated NRC service point.

(End of Clause)

## B.6 DISCOUNT RATE ON CHANGED EQUIPMENT (NEW EQUIPMENT NOT LISTED IN INVENTORY)

In accordance with Section C, "Changes to Equipment", the Government reserves the right to make any required changes to the equipment during the contract period of performance. If such change is required, a modification to the contract will be executed by the NRC Contracting Officer to reflect the change. The price for such changed equipment shall reflect the Contractor's current list price and the discount rate as shown below.

The minimum discount rate is 15% off the Contractor's minimum current schedule or catalog price.

## B.7 DISCOUNT RATE ON ADDITIONAL QUANTITIES (EQUIPMENT IN CURRENT INVENTORY)

In accordance with Section C, "Changes to Equipment", the Government reserves the right to increase the quantity of existing equipment to be maintained under current inventory. If such change is required, a modification to the contract will be executed by the NRC Contracting Officer to reflect the change. The price for maintaining additional equipment items shall be the same price reflected in the Price Schedule (line item prices as shown in Section B) during the term of the contract.



## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK

The Contractor shall furnish the necessary qualified labor, repair parts, maintenance supplies, tools, test equipment, transportation, documentation, maintenance diagnostic routines, and otherwise do all things necessary for or incidental to the achievement of a 90% effective operational performance level of the computer and peripheral equipment listed in Section B, Paragraph B.5.

## C.2 BACKGROUND

The Nuclear Regulatory Commission (NRC) currently has seven Data General computers. These computers support critical NRC production systems which include payroll, personnel, accounting and budget, property, and document control. It is essential that these systems be kept operational in order for NRC to meet its mission.

## C.3 LOCATION OF EQUIPMENT

The equipment listed in Section B, Paragraph B.3 is currently located as follows:

Systems A and D* (2 machines)	Room 11606, Maryland National Bank 7735 Old Georgetown Road Bethesda, Maryland 20814
	One White Flint North Building 11555 Rockville Pike Rockville, Maryland 20852
System C* (1 machine)	Room 434, Woodmont Building 8120 Woodmont Avenue Bethesda, Maryland 20814
System G MV/40000* (2 machines)	Room P-634, Phillips Building 7920 Norfolk Avenue Bethesda, Maryland 20814
System F (1 machine)	Room P-800, Phillips Building 7920 Norfolk Avenue Bethesda, Maryland 20814
NUDOCS* (1 machine)	40 W. Gude Drive 7101 Wisconsin Avenue Rockville, Maryland 20852

**C.3 (Continued)**

The NRC will be reducing its computer inventory to four Data General computers and will be relocating three of these to the White Flint location. The computers that will remain under contract are indicated by an \*. This consolidation will take place during the first year of the contract. Upon relocation of these computers to the White Flint location, a modification to the contract shall be issued.

**C.4 DEFINITIONS**

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

(a) 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.

(b) 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.

(c) 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.

(d) Principal Period of Maintenance. The principal period of maintenance is defined as between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday.

(e) Remedial Maintenance. That maintenance performed by the Contractor which results from Contractor supplied equipment. It is performed as required and is therefore on an unscheduled basis.

(f) Period of Downtime: Downtime shall commence when contact is made personally or by telephone, whichever is earlier with the Contractor's designated point of contact for maintenance. Downtime shall end when the system and/or machine is returned to the Government in operable condition, including operating software regeneration, if required, ready to perform the schedule workload.

**C.5 MAINTENANCE REQUIREMENTS**

(a) Responsibilities of the Contractor. The Contractor

**C.5 (Continued)**

shall provide maintenance (labor and parts) at the prices shown in this contract, and shall keep the equipment in good operating condition. Maintenance services shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power or air-conditioning or humidity control, or causes other than ordinary use.

(b) Responsibilities of the Government.

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

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

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

(4) The Government shall provide time for contractor sponsored equipment modifications within a reasonable time after being notified by the Contractor that the modification is ready to be made. The time required to make the modification shall be performed with minimal impact to the production system as determined by the NRC Project Officer (Refer to Section

(5) The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the Original Equipment Manufacturer (OEM).

**C.6 SERVICE REQUIREMENTS**

(1) Maintenance Representative - The Contractor shall have a designated point of contact for maintenance, who is reachable by telephone, or page service, 24 hours, every day of the week including weekends and holidays. The Contractor shall provide a method for the NRC to contact the Contractor at no charge to the Government.

(2) Preventive Maintenance - The Contractor shall perform monthly preventive maintenance during the principal period of maintenance. The specific dates and times for the preventive

## C.6 (Continued)

maintenance checks shall be specified by the Project Officer. Scheduled maintenance should cause minimal equipment downtime, and shall include as a minimum, an inspection of all major components. Equipment exhibiting deteriorated components or degraded performance shall be repaired with components that meet the original manufacturer's specifications.

(3) Remedial Maintenance - The Contractor shall provide remedial maintenance services at all locations during the principal period of performance after notification that the equipment is inoperative. Remedial maintenance shall not include electrical work external to the equipment, the furnishing of supplies and adding or removing accessories or other devices. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, failure of electrical power, air conditioning or humidity control, or cause other than ordinary use.

(4) On-Call Maintenance - The Contractor shall provide on-call maintenance service on all equipment at all locations outside the principal period of maintenance after notification that the equipment is inoperative. The Contractor shall provide continuous technical maintenance efforts until service is restored and the equipment resumes its original operating condition. On-call maintenance shall include the disassembly of any equipment cited hereunder in preparation for shipment and subsequent reassembly when the shipment is completed.

(5) Engineering Changes Orders (ECO) and Controller Microcode - The Contractor shall maintain complete upgrade compatibility of all boards with the latest ECO revision level as well as complete upgraded compatibility of all control-microcodes as required to ensure integrity of the equipment with the latest operating system that pertain to those items of equipment covered by this contract. The Contractor shall confer with the NRC Project Officer and likewise the NRC Project Officer will confer with the Contractor, regarding any upgrade compatibility changes that may be required and that would be importance for the operation of the equipment covered by the contract. Only upon approval of the NRC Project Officer shall the Contractor install these upgrade ECO's or controller microcode changes. These changes shall be made at no cost to the Government.

(6) Service Call Procedure - The NRC Project Officer or designee will notify the Contractor by telephone of the need for service. At the time the request for service is made, the Contractor will be provided with the type and location of the equipment, applicable serial number and description of the problem, if known. The Contractor shall prepare his regular commercial repair order in such a manner and form as to eliminate

## C.6 (Continued)

the need for Government written orders and other documentation. The Contractor shall arrive at the designated locations within the response times designated herein. Once the technician arrives at a site, the NRC Project Officer or the designee shall be notified by the technician that service has commenced. During normal working hours, the technician will notify the Project Officer or designee when the service call is complete and the system has been checked and tested and found to be working properly. After 5:00 p.m. Eastern Time or other non-normal duty hours, the technician will notify the on-site Project Officer or designee, when the service call is complete and the system has been checked and tested and found to be working properly.

(7) Response Times - The Contractor's maintenance personnel shall arrive at the designated location within three (3) hours of the time that the NRC Project Officer or the designee notifies the Contractor that the service is required.

(8) Malfunction Reports - At the completion of each repair, the Contractor shall submit to the Project Officer or designee, a signed malfunction incident report which is entered into the systems log book. The report shall include as a minimum:

- a. The date and time the Contractor was notified.
- b. The date and time of arrival.
- c. Type and serial number(s) of the equipment.
- d. Description of the malfunction and corrective action taken.
- e. Replacement parts.

## C.7 NON-CHARGEABLE MAINTENANCE ITEMS

There shall be no additional charges for:

a. Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc. after a service call has commenced.

b. Maintenance required within a 48-hour period due to recurrence of the same malfunction.

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

d. Remedial maintenance which was begun during the principal period of maintenance and continues beyond the principal period of maintenance or when the Contractor was

**C.7 (Continued)**

notified during the principal period of maintenance. Maintenance requested and authorized by the Government outside the principal period of maintenance shall be subject to the maintenance rates set forth in Section B.

e. Acceptance testing of new replacement equipment, required by the Contractor for the purpose of being covered under this maintenance agreement.

**C.8 SPARE PARTS, INVENTORY, TOOLS, INSTRUMENTS**

a. The Contractor shall maintain an inventory and provide spare parts as necessary to properly and efficiently maintain the equipment for the life of the contract. This inventory shall contain as a minimum the recommended spare parts list provided by the Original Equipment Manufacturer (OEM). 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 original manufacture when new. These parts shall be available for installation within one-half (1/2) hour of problem diagnosis. In the event that the part fails, the Contractor must provide backup parts within a maximum of twenty-four (24) hours. All diagnostic tools required for repair of said equipment should be available within the Washington D.C. Metropolitan Area. Parts which have been replaced shall become the property of the Contractor.

The Contractor shall maintain complete upgraded compatibility, as required in Section C on all required spare parts and inventory under this contract.

**C.9 DOCUMENTATION**

All documentation, software manuals, diagnostic routines and any other aids (hereinafter called documentation) necessary to perform maintenance under this contract, shall be furnished by the Contractor whose property it shall remain. The Government, as a party to the contract, shall not be required to aid in the acquisition of documentation necessary to perform under the contract for the term of the contract.

**C.10 RESPONSIBILITIES OF THE GOVERNMENT**

Government personnel will not perform maintenance or attempt repairs to equipment when such equipment is under the purview of this contract unless agreed to in writing by the Contractor. Subject to security regulations, the Government shall permit access by the Contractor to the equipment which is to be maintained. The Government will maintain site requirements in accordance with the equipment environmental specifications

## C.10 (Continued)

furnished by the OEM.

## C.11 CHANGES TO EQUIPMENT

(a) The Government reserves the right to add, replace, delete or transfer from one computer to another, equipment being maintained under the general scope of this contract. Such additions or replacements will be considered a change within the meaning of the "Changes" clause in the contract. If any such addition or replacement of equipment causes an increase or decrease in the cost of, or the time required for performance of any of the work under this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly as indicated in the "Changes" clause in this contract.

(b) Should the Government make alterations or install attachments which affect the maintenance of this equipment, the continuation of maintenance service on this equipment shall be subject to mutual agreement, pursuant to the "Changes" clause. Should the alternations or attachments increase the maintenance costs to the Contractor, additional maintenance charges shall be made on an individual installation basis. If such alterations or attachments create a safety hazard, the Contractor may discontinue maintenance service on the hazardous equipment.

## C.12 DISCONTINUANCE NOTICE

The Government, at its option, may discontinue the services for some systems, in whole or part, herein, by providing thirty (30) days written notice to the Contractor, or a shorter notice when mutually agreed upon by all parties. The Government agrees to provide this written notice no later than the first working day of the month prior to the effective date of the discontinued maintenance.

## C.13 MOVEMENT OF EQUIPMENT

(a) In the event the equipment being maintained under the terms and conditions of this contract is moved to another location within Montgomery County, Maryland, the terms and conditions of this contract shall continue to apply. If the equipment must be moved outside the Contractor's designated service area, then the continued applicability of this contract shall be subject to mutual agreement.

(b) The maintenance charge shall be suspended on the day of dismantling of the equipment in preparation for shipment. Maintenance charges shall be reinstated on the day the Contractor begins reassembly of the equipment. The Government shall be

**C.13 (Continued)**

charged for disassembly and reassembly at the applicable on-call maintenance rates set forth in Section B.

(c) The NRC Project Officer shall give at least five (5) days written notice to the Contractor of its intention to move the equipment, except in emergencies.

**C.14 CONTRACTOR ALTERATIONS**

Proposed Contractor sponsored alterations to equipment shall be made only with the written consent of the NRC Project Officer. Appropriate modifications of the contract shall be negotiated for each such alteration which either enhances the value of the system to the Government or decreases the overall maintenance cost.

**C.15 CREDIT FOR DOWNTIME**

The Government shall deduct from payments due the Contractor credit for downtime in accordance with Section H.7.

**C.16 CERTIFICATE OF MAINTAINABILITY**

a. On the effective date of this contract, the NRC Contracting Officer will provide the Contractor with a copy of a "Certificate of Maintainability" from the incumbent Contractor.

b. At such time as the services of the Contractor are terminated, expire contractually or are otherwise not extended, or upon request by the NRC Contracting Officer at any time, the Contractor shall issue, within five (5) working days, a "Certificate of Maintainability" for any or all equipment maintained under this contract.

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

d. Should the Contractor fail to issue the required Certification of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the



C.16 (Continued)

purpose of bringing the equipment up to the required OEM maintenance level.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992

[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
52.212-13	STOP-WORK ORDER	AUG 1989
52.212-15	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on 1/01/94 and will expire on 12/31/94. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 2 one-year option periods.

[End of Clause]

## 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: Judith Seeherman

Address: U.S. Nuclear Regulatory Commission  
IRM/DISS, Mail Stop P-600  
Washington, D.C. 20555

Telephone Number: (301) 492-9687

- (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:

N/A

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 REMITTANCE ADDRESS (MAR 1987)

Remittance address is as follows:

Name: Data General Corporation

Address: Post Office Box 4224  
Boston, MA 02211

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

[End of Clause]

H.2 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
  - (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to

## H.2 (Continued)

forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

- (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.
- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
  - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
  - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
  - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same



## H.2 (Continued)

or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.
- (2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

## H.2 (Continued)

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this

## H.2 (Continued)

contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
  - (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

## H.3 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:

Kurt Kennett  
Al Gender

The contractor agrees that personnel may not be removed from

## H.3 (Continued)

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

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

[End of Clause]

H.5 MAINTENANCE CREDIT FOR EQUIPMENT MALFUNCTION

If a machine remains inoperative due to a malfunction through no fault of the Government or due to no fault external to the machine for a

## H.5 (Continued)

total of twelve (12) hours or more during any thirty-six (36) hour period during the Principal Period of Maintenance or Extended Period of Maintenance, whichever is applicable (after the contractor is notified at the contact point) the contractor shall credit to the Government each such hour the amount of 0.5 percent of the Monthly Maintenance Charge for the inoperative machine plus 0.5 percent of the Monthly Maintenance Charge for any other machine not usable as a result of the inoperative machine. Downtime for each incident shall start from the time the Government makes a bona fide attempt to contact the contractor's designated representative at the prearranged contact point until the machine is returned in good operating condition. In no event will the total credit exceed one-fifteen (1/15th) of the Monthly Maintenance Charge for any calendar day. When maintenance credit is due, the total number of creditable hours shall be accumulated for the month and adjusted to the nearest half-hour. In no event will the total credit for any month exceed the Monthly Maintenance Charge.

## 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
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
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
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	JAN 1991
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-3	CONVICT LABOR	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-19	EUROPEAN COMMUNITY SANCTION FOR SERVICES	MAY 1993
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS Alternate I (APR 1984)	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 Alternate III (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	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

[End of Clause]

## I.1 (Continued)

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

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

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

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

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



I.2 (Continued)

NONE EXISTS)

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

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

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

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

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

[End of Clause]

**I.3 52.216-18 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 January 1, 1994 through December 31, 1994.
- (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 one unit, 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 total award amount;
  - (2) Any order for a combination of items in excess of one unit; or
  - (3) A series of orders from the same ordering office within n/a 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 n/a days after issuance, with written notice stating the Contractor's intent not to ship the

## I.4 (Continued)

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

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract

## I.5 (Continued)

and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 1994.

[End of Clause]

## I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENTS

SECTION J - LIST OF ATTACHEMENTS

J.1 ATTACHEMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions

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 strikeovers). 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.