

AWARD/CONTRACT		1. THIS CONTRACT IS A RATE IN ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 9	
2. CONTRACT (Proc. Ident.) NO. NRC-39-88-179		3. EFFECTIVE DATE 8/31/88		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ARM-88-179		
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Washington, D.C. 20555		6. ADMINISTERED BY (If other than Item 5)		7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) Video & Telecommunications, Inc. 3027 Rosemary Lane, Suite 302 Falls Church, VA 22042		
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN ITEM 12		
11. SHIP TO/MARK FOR See Clause F.3 herein		12. PAYMENT WILL BE MADE BY See Attached Billing Instructions		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		
14. ACCOUNTING AND APPROPRIATION DATA B&R No. 40-20-08-26 31X0200.408 FIN No. D1883		OBLIGATED AMT. \$94,400.00				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. INT	15E. UNIT PRICE	15F. AMOUNT	
	Provide V.22 bis/Modems in accordance with Section C. herein, as implemented by Video & Telecommunications, Inc.'s Technical Proposal dated February 29, 1988; as revised on May 25, 1988 and July 22, 1988; which are incorporated herein by reference and are made a part hereof. Firm Fixed Price-Requirements Contract				8809070176 880831 PDR CONTR NRC-39-88-179 PDC	
15G. CEILING AMOUNT OF CONTRACT \$ 94,400.00						
16. TABLE OF CONTENTS						
VI	SEC	DESCRIPTION	PAGE(S)	VI	SEC	DESCRIPTION PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
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X	F	DELIVERIES OR PERFORMANCE		L		INSTRS. CONDS. AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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) PETER JAY BIANCHETTA VICE PRESIDENT				20A. NAME OF CONTRACTING OFFICER Patricia A. Smith, Contracting Officer		
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)				20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		
19C. DATE SIGNED 9/29/88				20C. DATE SIGNED 8/31/88		

The following information is provided as insertions in the appropriate clauses of the attached solicitation/award document:

Section B. 2 CONSIDERATION AND OBLIGATION -- DELIVERY ORDERS

B.2.a. \$94,400.00

B.2.b. \$94,400.00

B.3 SUPPLIES AND SERVICES OR PRICE/COST

<u>Item Number</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	V.22bis Modems	800 EA	\$118.00	\$94,400.00

Section F.3 PLACE OF DELIVERY -- EQUIPMENT

F.3: NRC-39-88-179

Section G.1 PROJECT OFFICER AUTHORITY

G.1: Brian Brownell
 U.S. Nuclear Regulatory Commission
 Office of Administration and Resources Management
 Telecommunications Branch
 Washington, D.C. 20555
 Telephone: 301/492-8000

Section I, "Contract Clauses", hereby amended to provide for the following changes, deletions and additions:

1. The following clauses are deleted:

52.215-22 APR 1984 "Price Reduction for Defective Cost or Pricing Data"
 52.215-23 APR 1985 "Price Reduction for Defective Cost or Pricing Data Modifications"
 52.215-24 APR 1985 "Subcontractor Cost or Pricing Data"
 52.215-25 APR 1985 "Subcontractor Cost or Pricing Data - Modifications"
 52.220-4 APR 1984 "Labor Surplus Area Subcontracting Program"
 52.223-2 APR 1984 "Clean Air and Water"
 52.230-3 AUG 1986 "Cost Accounting Standards"
 52.230-4 APR 1984 "Administration of Cost Accounting Standards"
 52.230-5 AUG 1986 "Disclosure and Consistency of Cost Accounting Practices"

2. The following clauses are revised to provide for updated versions of the clauses, pursuant to changes issued to the Federal Acquisition Regulation. The full texts are attached hereto:

52.215-26 "Integrity of Unit Prices" is revised to incorporate the April 1987 version of the clause.

52.243-1 "Changes - Fixed Price" is revised to incorporate the August 1987 version of the clause.

3. The following new clause is added. The text is attached hereto:
52.232-25 FEB 1988 "Prompt Payment", Alternate II.

52.215-26 Integrity of Unit Prices.

As prescribed in 15.812-2, insert the following clause:

INTEGRITY OF UNIT PRICES (APR 1987)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to

the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The requirement in paragraph (a) of this clause does not apply to any Department of Defense (DoD) or National Aeronautics and Space Administration (NASA) contract or subcontract item of supply for which the unit price is, or is based on, an established catalog or market price for a commercial item sold in substantial quantities to the general public. A price is based on a catalog or market price only if the item being purchased is sufficiently similar to the catalog or market price commercial item to ensure that any difference in price can be identified and justified without resort to cost analysis.

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value when requested by the Contracting Officer. However, for DoD and NASA contracts, the information shall not be required for commercial items sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

(d) The Contractor shall insert the substance of this clause, less paragraph (c), in all subcontracts.

(End of clause)

52.243-1 Changes—Fixed-Price.

As prescribed in 43.205(a)(1), insert the following clause. The 30-day period may be varied according to agency procedures.

CHANGES—FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

PROMPT PAYMENT (FEB 1988)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(f)) and further defined in Pub. L. 98-181 to include poultry, poultry products, eggs, and egg products, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural com-

modities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made within 15 days after the due date (3 days for meat and meat food products and 5 days for perishable agricultural commodities) and the following conditions are met, if applicable:

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 5th working day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 15 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if an improperly taken discount for prompt payment was not corrected within 15 days after the expiration of the discount period (3 days for meat and meat food products and 5 days for perishable agricultural commodities). The interest penalty will be calculated as described in paragraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the *(insert day as prescribed by Agency head; if not prescribed, insert 30th day)* day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is

required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

Alternate II (FEB 1988). If payment may be made by electronic funds transfer, add the following paragraph (c) to the basic clause or to its *Alternate I*:

(c) *Electronic Funds Transfer*. Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Financial Communications System (TFCS) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. The Contractor shall submit this designation to the Contracting Officer or other Government official, as directed.

(1) For payment through TFCS, the Contractor shall provide the following information:

(i) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(ii) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(iii) Payee's account number at the financial institution where funds are to be transferred.

(iv) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(2) For payment through ACH, the Contractor shall provide the following information:

(i) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for TFCS).

(ii) Number of account to which funds are to be deposited.


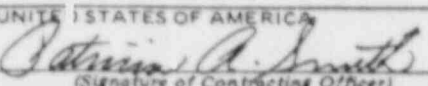
(iii) Type of depositor account ("C" for checking, "S" for savings).

(iv) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," TFS 3881, must be completed before payment can be processed.

(3) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(4) The documents furnishing the information required in this paragraph (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(5) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Two (2)		3. EFFECTIVE DATE June 10, 1988		4. REQUISITION/PURCHASE REQ. NO. ARM-88-179	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6)		8. CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Name: Address:		9A. AMENDMENT OF SOLICITATION NO. RS-ARM-88-179 "Modems"		9B. DATED (SEE ITEM 11) 2-1-88	
		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>one</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>one (1)</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Section M.3. "PreAward Survey" on page 44 of the solicitation is hereby modified by adding the following: "In addition, the apparently successful offeror may be required to provide an operational capability demonstration at the Nuclear Regulatory Commission (NRC) to demonstrate that the proposed modem satisfies the mandatory specifications in Section C., herein. The offeror shall provide for the demonstration within three (3) working days after notification by the NRC (or such lesser time if the offeror waives the three day notice)." Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) PETER JAY BIANCHIETTA VICE PRESIDENT			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia A. Smith, Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 6/16/88		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 06/10/88	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

One (1)

Feb. 16, 1988

ARM-88-179

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

ALL OFFERORS

X RS-ARM-88-179

9B. DATED (SEE ITEM 11)

2-1-88

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ A The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) with proposal copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) with proposal copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)

For information purposes, offerors are hereby provided with NRC's responses to two questions received from a potential offeror regarding this solicitation:

See attached page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

RILEY N. WILSON

PRESIDENT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ronald D. Thompson, Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

2/24/88

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

2/16/88

Question 1

What type of calls may be manually originated, voice or data?

Answer:

The NRC requires the capability to manually regulate data calls.

Question 2

Would a modem, which is not equipped with a volume control, satisfy NRC's requirement for a modem equipped "with a speaker with volume control?"

Answer:

No. The NRC requires the capability to increase or decrease the volume of the modem's speaker.

Add the following to Section C - Description/Specification/Work Statement:

"C.1.3.13 One (1) copy of the manufacturer's installation and operation manual shall be furnished with each modem delivered to the NRC."

SOLICITATION, OFFER AND AWARD

OMB No. 0505-0005
Expiration Date: 05/31/88

1. TITLE: Modems

2. CONTRACT NO.	3. SOLICITATION NO. RS-ARM-88-179	4. TYPE OF SOLICITATION Negotiated (RFP)
5. DATE ISSUED January 26, 1988	6. REQUISITION/PURCHASE NO. ARM-88-179	
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop AR-2223 Washington, DC 20555	8. ADDRESS OFFER TO All proposals should be addressed as indicated in Block 7, however, handcarried proposals (including Express Mail) must be delivered to the address in Block 9.	

NOTE: In sealed bid solicitations, "offer and offeror" mean "bid and bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in Room 2223, Second Floor, 4550 Montgomery Avenue, Bethesda, Md. 20814, until 4:00 P.M. local time on February 29, 1988. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Patricia A. Smith
B. TELEPHONE NO.: 301-492-4278 (No Collect Calls)

11. TABLE OF CONTENTS

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A	SOLICITATION/CONTRACT FORM
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
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J	LIST OF ATTACHMENTS
PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
M	EVALUATION FACTORS FOR AWARD

SOLICITATION, OFFER AND AWARD

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 Calendar days _____% 20 Calendar days _____% 30 Calendar days NET% _____%
 _____% _____% _____% _____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
ONE(1)	2/16/88		

15A. NAME AND ADDRESS OF OFFEROR

DUNS Code: 19-03-0324 Facility:
 VIDEO & TELECOMMUNICATIONS, INC.
 3037 ROSEMARY LANE #302
 FALLS CHURCH, VA 22042-1855

16. NAME AND TITLE OF PERSON

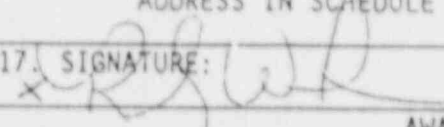
AUTHORIZED TO SIGN OFFER

RILEY N. WILSON - PRESIDENT

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) (703) 876-4660

15C. () CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE: 

18. OFFER DATE:

2/29/88

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

() 10 U.S.C. 2304(c)() () 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25:

(4 copies unless otherwise specified)

24. ADMINISTERED BY

(If other than Item 7)

25. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission
 Division of Accounting and Finance
 GOV/COM Accounts Section
 Washington, DC 20555

26. NAME OF CONTRACTING OFFICER 27. UNITED STATES OF AMERICA 28. AWARD DATE
 (Type or Print)

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

APPROVED BY GSA/OIRM 6/85

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated into any resultant contract.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE I (MAR 1987)

a. Brief description of work:

Purchase autodial CCITT V.22 bis/212A/103A compatible modems to support NRC personal computers.--- The contractor shall provide modems to the Nuclear Regulatory Commission when ordered as specified in Section C herein. All modems provided shall be manufactured by a single vendor.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. The NRC reserves the right to withdraw a proposed order at any time prior to its formal award. 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 task orders issued hereunder.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (MAR 1987)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*. The Contracting Officer or other individual specifically authorized under this contract may unilaterally increase this amount as necessary for completion of orders 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 ____*. The Contracting Officer may issue orders for work up to 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.3 Supplies and Services or Prices/Costs

- a. The Contractor shall provide modems to the Nuclear Regulatory Commission when ordered as specified in Section C, herein.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1.	V.22bis Modems	800 ea	\$	\$

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

C.1 STATEMENT OF WORK (MAR 1987)

C.1.1 Background

The NRC requires modems to replace those currently leased for use with approximately 500 personal computers. It is estimated that an additional 150 will be required in each of fiscal year 1989 and 1990 to satisfy anticipated growth requirements. Modems shall be ordered through the issuance of delivery orders as required by NRC from the effective date of the contract through September 30, 1990.

C.1.2 Contract Objectives

To provide standalone CCITT V.22bis type modems on a requirements basis.

C.1.3 Scope of Work/Specifications

The modems provided under the contract shall meet the following requirements: These requirements are mandatory.

C.1.3.1 The modems shall have Automatic Adaptive Equalization feature.

C.1.3.2 Installation shall not require a technician. The modem shall be fully compatible with CROSSTALK XVI. The modem options required for use with CROSSTALK XVI shall be either the factory standard options or selectable via readily accessible dip switches. (Refer to CROSSTALK XVI manual, Appendix E and F etc.)

C.1.3.3 Compatibility with CCITT V.22bis/WE212A/WE103

C.1.3.4 DTE interface for RS232

C.1.3.5 Synchronous or Asynchronous operation

C.1.3.6 Use industry standard "AT" command set for auto-dialing

C.1.3.7 The modem shall be capable of auto-originating or answering calls.

C.1.3.8 The modem shall be equipped with a modular jack for connection to public switched telephone network.

C.1.3.9 Calls may be manually originated using standard teletext.

C.1.3.10 The modem shall be equipped with a speaker with volume control for monitoring call progress.

C.1.3.11 The modem shall meet FCC part 68 and part 15, class A or class B requirements and shall be UL approved.

C.1.3.12 The modem shall have at a minimum the following LED indicators: Data Terminal Ready (DTR), Send Data (SD), Receive Data (RD), Carrier Detect (CD), Modem Ready (MR).

(Note: Exclusion key teletext is not required.)

(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 insure 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 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have 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

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

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 PERFORMANCEF.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have 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

CLAUSE NUMBER	DATE	TITLE
52.247-34	APR 1984	F.O.B. DESTINATION
52.247-54	APR 1984	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS

F.2 TIME OF DELIVERY (FAR 52.212-1) (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	ON OR BEFORE DATE SPECIFIED
All	All	Within 30 days after order issue

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may not be considered for award. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	ON OR BEFORE DATE SPECIFIED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

F.3 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)

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

U.S. Nuclear Regulatory Commission Warehouse
Contract Number: ____*____
4934 Boiling Brook Pkwy.
Rockville, MD 20852

(End of Clause)

F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE I (MAR1987)

The ordering period for this contract shall commence on the effective date of this contract and will expire on 9-30-90. 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).

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE I (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ____*____

Address: ____*____

____*____

____*____

Telephone Number: ____*____

b. The Project Officer is responsible for:

1) Placing Delivery Orders for items required under this contract.

2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

3) Inspecting and accepting products/services provided under the contract.

4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 METHOD OF PAYMENT (MAR 1987)

a. Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

b. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, the Contractor shall forward the following information in writing to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Contractor's financial institution's 9-digit ABA identifying number for routing transfer of funds.
- 5) Telegraphic abbreviation of Contractor's financial institution.
- 6) Account number at Contractor's financial institution.
- 7) Signature and title of person supplying this information.

c. In the event the Contractor's financial institution does not have access to the Federal Reserve Communication System, the Contractor shall forward the following information with regard to a correspondent or alternate financial institution. The information shall be in writing and submitted to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Telegraphic abbreviation of Contractor's financial institution.
- 5) Account number at Contractor's financial institution.
- 6) Name and address of the correspondent financial institution that has access to the Federal Reserve Communications System.
- 7) Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds.
- 8) Telegraphic abbreviation of correspondent financial institution.
- 9) Signature and title of person supplying this information.

d. Any changes to the information furnished under this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

(End of Clause)

G.3 PAYMENT DUE DATE (MAR 1987) ALTERNATE I (MAR 1987)

a. Payments under this contract will be due 30 calendar days after the later of:

1. The date of actual receipt of a proper invoice in accordance with the attached "Billing Instructions" (See Section J for List of Attachments), or

2. The date the supplies/services are accepted by the Government.

b. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies or performance of the services in accordance with the terms of the contract.

c. If the supplies/services are rejected for failure to conform to the technical requirements of the contract, or for damage in the transit or otherwise, the provisions in paragraph b of this clause will apply to the new delivery of replacement supplies or performance of the services.

d. The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

(End of Clause)

G.4 INTEREST ON OVERDUE PAYMENTS (MAR 1987)
ALTERNATE I (MAR 1987)

a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to Contractors on overdue payments and improperly taken discounts.

b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:

1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.

2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

(End of Clause)

G.5 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: _____

Address: _____

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTSH.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(MAR 1987)

The Government will not provide any equipment/property, notwithstanding any provisions of the specification(s) to the contrary.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have 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

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.210-5	APR 1984	NEW MATERIAL
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1984	AUDIT -- NEGOTIATION
52.215-22	APR 1984	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-23	APR 1985	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-25	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
52.215-26	JUL 1986	INTEGRITY OF UNIT PRICES
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-20	APR 1984	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-9	MAY 1986	BUY AMERICAN ACT -- TRADE AGREEMENTS ACT -- BALANCE OF PAYMENTS PROGRAM
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-3	AUG 1986	COST ACCOUNTING STANDARDS
52.230-4	APR 1984	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5	AUG 1986	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.232-1	APR 1984	PAYMENTS
52.232-8	JUL 1985	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.243-1	APR 1984	CHANGES -- FIXED-PRICE
52.249-2	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7)

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purposes of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into in connection with any such prime contract, and (2) includes any person who offers to furnish or furnishes supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly the amount of any kickback in the contract price charged by the prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or a higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relations.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the contractor shall notify the Contracting Officer when monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

(End of Clause)

I.3 ORDERING (FAR 52.216-18) (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 the effective date of the contract through September 30, 1990..

(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 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (APR 1984)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1, 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 \$100;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within 30 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 5 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 REQUIREMENTS (FAR 52.216-21) (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) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(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 at which delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract

and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after expiration of contract.

(End of Clause)

I.6 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(FAR 52.246-17) (APR 1984) ALTERNATE I (APR 1984)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

(b) (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year after delivery and acceptance of all supplies furnished--

(i) Are of a quality to pass without objection in the trade under the contract description;

(ii) Are fit for the ordinary purposes for which the supplies are used;

(iii) Are within the variations permitted by the contract, and are of an even kind, quality, and quantity within each unit and among all units;

(iv) Are adequately contained, packaged, and marked as the contract may require; and

(v) Conform to the promises or affirmations of fact made on the container.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract

and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within six months after the last delivery.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options;

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

I.7 Failure of Modems

In the event of failure of a modem, during the warranty period, the vendor shall replace the defective modem with a "loaner" modem within 48 hours of NRC verbal notification to the contractor. This modem shall remain on loan to the NRC until the defective modem has been repaired and returned to NRC.

Regardless of the length of warranty, and, notwithstanding FAR 52.246-17 entitled "Warranty of Supplies of a Noncomplex Nature" in Section I., herein, a failure rate greater than 5% of those modems ordered and installed during the first year of the contract period shall, at the discretion of the NRC, constitute grounds for termination of this contract.

(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

(REVISED - 4/87)

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice 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 Order Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

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

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrected or erasures must be initialized. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contacting Officer of receipt of shipment.
- (j) Final invoice marked: "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 invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.