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GENERAL DATACOMM INC  
THOMAS J BRENNAN  
11710 BELTSVILLE DRIVE SUITE 500  
BELTSVILLE MD 20705

AMENDMENT NO. SIX - RS-ADM-87-205 (FORMERLY  
RS-ADM-86-380)

SOLICITATION IS HEREBY AMENDED AS FOLLOWS:

1. UNDER SECTION C.1.2.2., DELETE SPECIFICATION 9 AND 32 IN THEIR ENTIRETY.
2. UNDER SECTION C.1.2.3, DELETE SPECIFICATION 9 AND 22 IN THEIR ENTIRETY.
3. UNDER SECTION C.1.2.4, DELETE THE THIRD SENTENCE OF THE FIRST PARAGRAPH IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING IN LIEU THEREOF:

"EACH MODEM SHALL CONFORM TO THE FUNCTIONAL SPECIFICATIONS REFLECTED IN SECTION 4.1.2.2 ABOVE WITH THE EXCEPTION OF SPECIFICATION 24 AND 28."

4. THE DATE AND TIME FOR RECEIPT OF BIDS IS HEREBY EXTENDED TO FEBRUARY 4, 1987, 3:00 P.M.

1432 EST

MGMCOMP MGM

8706080294 870521  
PDR CONTR  
NRC-33-87-248 PDR

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. Five (5)	3. EFFECTIVE DATE JAN 15 1987	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL OFFERORS		9A. AMENDMENT OF SOLICITATION NO. RS-ADM-87-205 (formerly RS-ADM-86-380)	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ 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 \_\_\_\_\_ 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)

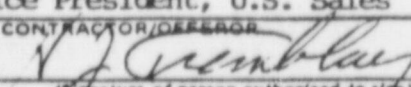
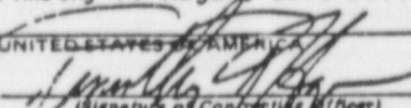
E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

Solicitation Number RS-ADM-87-205 is hereby revised as follows:

- Delete Section B, Supplies or Services and Prices/Costs, page 2 of the solicitation in its entirety and insert a revised Section B, pages 2 and 2a attached hereto in lieu thereof.

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) H. J. Tremblay Vice President, U.S. Sales	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan, Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY 
15C. DATE SIGNED	16C. DATE SIGNED 1/15/87

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D.

RS-ADM-87-205

PAGE OF

2

NAME OF OFFEROR OR CONTRACTOR

REPLACEMENT PAGE PER AMENDMENT 5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Section B - <u>Supplies or Services and Prices/Costs</u></p> <p>B.1 <u>Brief Description of Work</u></p> <p>a. The contractor shall provide modems to the Nuclear Regulatory Commission (NRC) when ordered as specified in Section C - <u>Description/Specifications/Work Statement</u>.</p> <p>b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering (APR 1984). 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 orders issued hereunder.</p>				
		ESTIMATED			
1.	<p>Modem (0-1200-2400 bps)</p> <p>Name of Manufacturer <u>General DataComm, Inc.</u></p> <p>Make and Model No. <u>GDC Acculine 224</u></p>	320	EA	\$ <u>331.</u>	\$ <u>105,920.</u>
2.	<p>Modem (4800 bps)</p> <p>Name of Manufacturer <u>General DataComm, Inc.</u></p> <p>Make and Model No. <u>DC 4827</u></p>	20	EA	\$ <u>717.</u>	\$ <u>14,340.</u>
3.	<p>Modem (9600 bps)</p> <p>Name of Manufacturer <u>General DataComm, Inc.</u></p> <p>Make and Model No. <u>DC 9600SP</u></p>	20	EA	\$ <u>882.</u>	\$ <u>17,640.</u>
4.	<p>Rack Mounted Modem Unit</p> <p>Name of Manufacturer <u>General DataComm, Inc.</u></p> <p>Make and Model No. <u>DS-1/DC 224</u></p>	2	EA	\$ <u>10,142.</u>	\$ <u>20,284.</u>
	<p>The contractor shall identify the name of the manufacturer and the make and model number for each modem identified above.</p> <p>NOTE:</p> <p>1) Bids must include Descriptive Literature (see Section L herein, Clause 52.214-21 and Section M.4) for each item offered.</p>				



CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D.

RS-ADM-87-205

PAGE OF

2a

NAME OF OFFEROR OR CONTRACTOR

REPLACEMENT PAGE PER AMENDMENT 5

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>NOTE:</u></p> <p>2) As multiple awards may be made (see Section L herein, Clause 52.214-22) under this solicitation, bids may be submitted for a single item or any combination of items reflected above.</p>				
				<u>TOTAL</u>	<u>\$ 158,184.</u>



## 2. Additional revisions:

- A. Delete Section C.1.2, Scope of Work, in its entirety and insert the following in lieu thereof:

"C.1.2     Scope of Work

C.1.2.1   Glossary

CCITT	-	International Consultative Committee for Telegraphy and Telephony
db	-	Decibal
S/N	-	Signal to Noise
EIA	-	Electronic Industries Association
RTC	-	Remote Test Center
FEP	-	Front End Processor
KBps	-	Kilo Bits per Second
Bps	-	Bits per Second
bis	-	Standardization of Data Signalling Rates for Synchronously Data Transmissions on Leased Telephone Type Circuits
LED	-	Light-Emitting Diode

C.1.2.2   Specifications for the 0-1200-2400 bps Modem (Item 1)

The Contractor shall furnish modems if and when ordered by the NRC Project Officer through delivery orders issued pursuant to this contract. All modems furnished under this contract shall meet or exceed the following functional specifications:

1. Minumum five (5) year systems life.
2. Modems shall be functionally compatible with microcomputers and other types of terminals.
3. The mechanical and electrical interface between the microcomputer, terminals and modems shall comply with Electronic Industries Association (EIA) Standard RS-232 and CCITT V.24 for serial Binary Data Exchange. Within the RS-232 standard, this includes type SR (send receive) configuration for half or full duplex operation.
4. Capable of operating on 117 volts AC plus or minus 10% at a frequency of 60 Hertz plus or minus 3 cycles. The power cable shall be 3-wire with a three (3) prong grounded plug that will fit into a standard power outlet. The power cord shall be a minimum of six (6) feet.
5. Capable of operating in the temperature range of 45 degrees to 95 degrees fahrenheit and a relative humidity range of 10% to 90% non-condensing.

6. Mean Time Between Failure (MTBF) of 10,000 hours for continuous operation.
7. Modems shall be capable of continuous self-test (when idle) and have operational status LED indicators.
8. Modems shall have an automatic adaptive equalization feature.
9. Modems shall have a LED power indicator.
10. Automatic dialing and answering.
11. Modem ready
12. Tone dialing
13. Terminal ready
14. Variable pause lengths between telephone digits
15. Send data
16. Capable of storing a minimum of three telephone numbers with redialing
17. Receive data
18. Automatic redialing up to a minimum of 10 times or until connection is completed
19. Automatic baud rate and parity detection for 300/1200/2400 bps
20. Carrier detect
21. Disable mode to circumvent modem from inadvertently responding to terminal
22. Programmable commands for modem control
23. A device control to automatically switch from a local command mode to the on-line command mode after responding to an incoming call, dialing and/or connecting to a remote modem
24. Speaker with volume control
25. All low speed modems operating asynchronously at speed from 0 to 1200-2400 bps shall support CCITT V.22 and V.22 bis standard

26. Modems shall have two modular jacks (RJ11C) receptacles for (1) the telephone company line and (2) a telephone instrument for voice transmission whenever the modem is not on-line
27. Modem shall have a RS-232 C terminal interface
28. Modems shall be the stand alone type
29. Modems shall have a transmission mode of half/full duplex
30. Modems shall have the diagnostic features for performing local self test and remote digital loop back tests
31. Modems shall be compatible with the IBM software package CROSSTALK
32. Modems shall not exceed the following dimensions:

Height	-	4.5"
Width	-	8.0"
Depth	-	13.0"
Weight	-	8.0 lbs
33. Coding and Modulation - 2400 BIT/SEC (APR 84 FIRMR). All nondiversity 2400 bit per second modems offered as a result of this requirement for use with 4KHZ channels derived from either switched networks or dedicated lines shall comply with FED-STD 1005.
34. 2400 BIT/SECOND DIGITIZED VOICE TELECOMMUNICATIONS EQUIPMENT (DEC 85 FIRMR). All synchronous (not packetized) 2400 bit/second digitized voice telecommunications equipment offered as a result of this requirement shall be capable of Linear Predictive Coding (LPC-10) operation in conformance with FED-STD 1015.

C.1.2.3 Specifications for the 4800 bps and 9600 bps Modems  
(Items 2 and 3)

The contractor shall furnish modems if and when ordered by the NRC Project Officer through delivery orders issued pursuant to this contract. All modems furnished under this contract shall meet or exceed the following functional specifications:



1. Minimum five (5) year systems life
2. Modems shall be functionally compatible with microcomputers and other types of terminals
3. The mechanical and electrical interface between the microcomputer, terminals and modems shall comply with Electronic Industries Association (EIA) Standard RS-232 and CCITT V.24 for serial Binary Data Exchange. Within the RS-232 standard, this includes type SR (send receive) configuration for half or full duplex operation.
4. Capable of operating on 117 volts AC plus or minus 10% at a frequency of 60 Hertz plus or minus 3 cycles. The power cable shall be 3-wire with a three (3) prong grounded plug that will fit into a standard power outlet. The power cord shall be a minimum of six (6) feet.
5. Capable of operating in the temperature range of 45 degrees to 95 degrees fahrenheit and a relative humidity range of 10% to 90% non-condensing.
6. Mean Time Between Failure (MTBF) of 10,000 hours for continuous operation.
7. Modems shall be capable of continuous self-test (when idle) and have operational status LED indicators.
8. Modems shall have an automatic adaptive equalization feature .
9. Modems shall have a LED power indicator.
10. Modems shall have a bit error not more than  $10^{-6}$  within a S/N ratio of 24 db on 3002 circuit operating environment.
11. Modem shall be capable of continuous self-test (when idle) and have operational status LED indicators.
12. Access points shall be available on all modems so that the following diagnostic and circuit monitoring routines can be performed by a RTC.
  - (1) Modem Testing, local and remote
  - (2) Analog and digital loop back test
  - (3) Data transmission simulation

13. Modems shall have analog and/or digital loop back test capability. The loop back shall be automatic under the control of the RTC.
14. Modems shall be switch selectable from the leased dedicated circuit to dial up backup circuit and/or arrangement under control of the RTC and or locally.
15. Modems shall have internal/external transmitter clock option.
16. Modems shall have a transmit rate switch and/or be strappable for 9600 and 4800 bps.
17. Modems shall have the capability to be electrically bypassed by a circuit element (i.e., Front End Processor, other modem, etc.) which may block the exchange diagnostic commands and status data.
18. All high speed modems operating synchronously at speeds from 4800 to 9600 bps shall support the CCITT V.27 and V.29 standard.
19. The 4800 bps modem may have two (2) modular jack receptacles for (1) the telephone company line and (2) a telephone instrument for voice transmission whenever the modem is not on-line, however this is not mandatory.
20. The 4800 modem shall have a data rate of 4.8 Kbps and the 9600 modem shall have a data rate of 9.6 Kbps.
21. Modems shall be the stand alone type
22. Modems shall not exceed the following dimensions:

Height	-	5.0"
Width	-	12.0"
Depth	-	15.0"
Weight	-	20.0 lbs.
23. Coding and Modulation 4800 BIT/SEC (APR 84 FIRMR). All 4800 bit per second modems (and equipment containing 4800 bit per second modems) offered as a result of this requirement for use with nominal 4KHZ analog channels shall comply with FED-STD 1006.
24. Coding and Modulation 9600 BIT/SEC (APR 84 FIRMR). All duplex 9600 bit per second modems offered as a result of this requirement for use with nominal 4KHZ analog transmission channels shall comply with FED-STD 1007.

C.1.2.4 Specifications for the Rack Mounted Modem Unit (Item 4)

The contractor shall provide a Rack Mounted Modem Unit when ordered by the NRC Project Officer through delivery orders issued pursuant to this contract. Each Rack Mounted Modem Unit shall consist of thirty-two (32) 0-1200-2400 bps Rack Mounted Chassis Modems, an assembled and wired Rack and an AC power supply. Each modem shall conform to the functional specifications reflected in Section C.1.2.2 above with the exception of specification 28 and 32. The rack shall conform to the following dimensions:

Height - shall not exceed 6'  
Width - 19" to 24"

The contractor shall deliver the Rack Mounted Modem Unit to the location specified in Section F.1. The contractor shall be responsible for assembly of the unit at the place of delivery."

- B. Under Section F, Deliveries and Performance, delete F.1, Place of Delivery, in its entirety and substitute the following in lieu thereof:

"F.1 Place of Delivery

Modems identified as Items 1, 2 and 3 under Section B herein shall be delivered, with all transportation charges paid by the contractor, to:

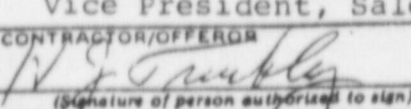

U.S. Nuclear Regulatory Commission  
Contract No. NRC-10-87-205  
4934 Boiling Brook Parkway  
Rockville, Maryland 20852

The Rack Mounted Modem Unit identified as Item 4 under Section B herein shall be delivered, with all transportation charges paid by the contractor, to:

U.S. Nuclear Regulatory Commission  
Contract No. NRC-10-87-205  
11555 Rockville Pike  
One White Flint North  
Rockville, Maryland"

The date and hour for receipt of bids is January 28, 1987, 3:00 p.m.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. IWO		3. EFFECTIVE DATE 12/8/86		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALL OFFERORS  General DataComm, Inc. Straits Turnpike Middlebury, CT 06762-1299		9A. AMENDMENT OF SOLICITATION NO. RS-ADM-87-205 (formerly RS-ADM-86-380)		9B. DATED (SEE ITEM 11) 11/12/86	
		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 checked="" type="checkbox"/> is extended, <input 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 3 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 <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)  Solicitation No. RS-ADM-87-205, Section C - Description/Specifications/Work Statement is revised as follows:  A. Under C.1.2.1, General Specifications, delete (b), (h), (i) and (k) in their entirety and insert a revised (k) and a new (n) as follows:					
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) Hubert J. Tremblay Vice President, Sales		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Hagan, Contracting Officer			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 12/19/86		15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 12/8/86	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

"(k) Modems shall have a remote test capability which is under the control of a Remote Test Center (RTC)."

"(n) Modems shall be compatible with the IBM software package CROSSTALK."

B. Under C.1.2.2 Additional Specifications for 1200-2400 bps Modem, the following changes should be made;

- (1) Delete (j) in its entirety and substitute the following in lieu thereof:

"(j) Automatic baud rate and parity detection for 300/1200/2400 bps."

- (2) Add specifications (p), (q) and (r) as follows:

"(p) All low speed modems operating asynchronously at speed from 0 to 1200-2400 bps shall support CCITT V.22 and V.22 bis standards.

(q) Modems shall have two (2) modular jacks (RJ11C) receptacles for (1) the telephone company line and (2) a telephone instrument for voice transmission whenever the modem is not on-line.

(r) Modems shall have Data Rates of 1.2 and 2.4 Kbps."

C. Under C.1.2.3 Additional Specifications for 4800 bps and 9600 bps Modems, the following changes should be made:

- (1) Delete the first sentence of specification (c) in its entirety and substitute the following in lieu thereof:

"Access points shall be available on all modems so that the following diagnostic and circuit monitoring routines can be performed by a RTC."

- (2) Delete the second sentence of specification (d) in its entirety and substitute the following in lieu thereof:

"The loop back shall be automatic under the control of the RTC."

- (3) Delete specification (e) in its entirety and substitute the following in lieu thereof:

"(e) Modems shall be switchable from the leased dedicated circuit to dial up backup circuit and/or arrangement under control of the RTC and/or locally."

(4) Add the following specification (i):

"(i) All high speed modems operating synchronously at speeds from 4800 to 9600 bps shall support the CCITT V.29 standard.

(5) Add the following specification (j):

"(j) The 4800 bps modem may have two (2) modular jack receptacles for (1) the telephone company line and (2) a telephone instrument for voice transmission whenever the modem is not on-line, however this is not mandatory."

(6) Add the following specification (k):

"(k) The 4800 modem shall have a data rate of 4.8 Kbps and the 9600 modem shall have a data rate of 9.6 Kbps."

D. The date and time for receipt of bis is hereby extended to December 23, 1986, 3:00 p.m.

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## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGE  
1 12. AMENDMENT/MODIFICATION NO.  
3. EFFECTIVE DATE 11/12/86  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)  
6. ISSUED BY  
CODE  
7. ADMINISTERED BY (If other than Item 6)  
CODEU.S. Nuclear Regulatory Commission  
Division of Contracts  
Washington, D.C. 205558. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
ALL OFFERORS  
9A. AMENDMENT OF SOLICITATION NO.  
X RS-ADM-86-380  
9B. DATED (SEE ITEM 11)  
11/12/86  
10A. MODIFICATION OF CONTRACT/ORD.  
NO.  
10B. DATED (SEE ITEM 13)  
CODE FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ 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 tended.

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 \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the 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 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 off 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 \_\_\_\_\_ copies to the issuing office.

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

Solicitation No. RS-ADM-86-380 is revised to read RS-ADM-87-205.

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)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Timothy F. Hagan, Contracting Officer  
15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
BY  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
11/12/86

## SOLICITATION, OFFER AND AWARD

UNDER DPAS (15 CFR 350)

1 34 PAGES

2. CONTRACT NO.	3. SOLICITATION NO. RS-ADM-86-380	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/12/86	6. REQUISITION/PURCHASE NO. ADM-86-380
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		8. ADDRESS OFFER TO (If other than Item 7)		

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

## SOLICITATION

9. Sealed offers in original and two (2) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 2223, 4550 Montgomery Avenue until 2:00 pm local time 12/16/86  
Bethesda, Maryland 20814 (Hour) (Date)

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 Mark Flynn B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 492-4276

## 11. TABLE OF CONTENTS

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	20
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21
X	F	DELIVERIES OR PERFORMANCE	7	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	29
X	G	CONTRACT ADMINISTRATION DATA	8	X	M	EVALUATION FACTORS FOR AWARD	32
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

## 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.

2. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 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 N/A %	20 CALENDAR DAYS N/A %	30 CALENDAR DAYS N/A %	CALENDAR DAYS N/A %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO. 1	DATE 11/12/86	AMENDMENT NO. See Attached	DATE 12/8/86

15A. NAME AND ADDRESS OF OFFEROR General DataComm, Inc. 11710 Beltsville Dr. Suite 500 Beltsville, MD 20705	15B. TELEPHONE NO. (Include area code) (301) 595-0300	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input checked="" type="checkbox"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Hubert J. Tremblay Vice President, Sales	17. SIGNATURE <i>H. J. Tremblay</i>	18. OFFER DATE 12/22/86
--	--	--	--	--	----------------------------

## 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: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 23 (4 copies unless otherwise specified)	24. ADMINISTERED BY (If other than Item 7) CODE
25. NAME OF CONTRACTING OFFICER (Type or print)	26. UNITED STATES OF AMERICA (Signature of Contracting Officer)	27. AWARD DATE

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

CONTINUATION SHEET

RS-ADM-86-380

2 34

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Section B - <u>Supplies or Services and Prices/Costs</u>					
B.1 <u>Brief Description of Work</u>					
a.	The Contractor shall provide modems to the Nuclear Regulatory Commission (NRC) when ordered as specified in Section C - <u>Description/Specifications/Work Statement</u> .				
b.	Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering (APR 1984). 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 orders issued hereunder.				
		ESTIMATED			
1.	Modem (1200-2400 bps) Name of manufacturer _____ Make and Model No. _____	300	EA	\$ _____	\$ _____
2.	Modem (4800 bps) Name of manufacturer _____ Make and Model No. _____	20	EA	\$ _____	\$ _____
3.	Modem (9600 bps) Name of manufacturer _____ Make and Model No. _____	20	EA	\$ _____	\$ _____
The Contractor shall identify the name of the manufacturer and the make and model number for each modem identified above				TOTAL \$ _____	
NOTE:					
1) Bids must include Descriptive Literature (see Section L herein, Clause 52.214-21 and Section M.4) for each item offered.					
2) As multiple awards may be made (see Section L herein, Clause 52.214-22) under this solicitation, bids may be submitted for a single item or any combination of items reflected above.					



## B.2 Consideration and Obligation

- a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \* . The Contracting Officer may unilaterally increase this amount as necessary for completion of orders placed with the contractor during the contract period.
- b. The amount presently obligated with respect to this contract is \$ \* . The Contracting Officer or other individuals specifically authorized under this contract may issue orders for work up to amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation 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 obligation 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 obligation amount specified above is done so at the contractor's sole risk.

\* To be incorporated into any resultant contract.

## B.3 Remittance Address

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

Name: General DataComm, Inc.

Address: P. O. Box 8068-1236

Philadelphia, PA 19177

## Section C - Description/Specifications/Work Statement

### C.1 Statement of Work

#### C.1.1 Background

Over the past two years, the Nuclear Regulatory Commission (NRC) has significantly expanded its use of microcomputers and visual display terminals. Accordingly, the need for communications connectivity between NRC's minicomputers, mainframe databases and terminal units has increased as well. The Data Circuit-Terminating Equipment (DCE) or Modems provided under this contract will support this growing requirement.

## C.1.2 Scope of Work

### Glossary

CCITT	-	International Consultative Committee for Telegraphy and Telephony
db	-	Decibal
S/N	-	Signal to Noise
EIA	-	Electronic Industries Association
NCC	-	Network Control Center
RTC	-	Remote Test Center
FEP	-	Front End Processor
KBps	-	Kilo Bits per Second
Bps	-	Bits per Second
bis	-	Standardization of Data Signalling Rates for Synchronously Data Transmissions on Leased Telephone-Type Circuits
LED	-	Light-Emitting Diode

### C.1.2.1 General Specifications

The Contractor shall furnish modems if and when ordered by the NRC Project Officer through delivery orders issued pursuant to this contract. All modems furnished under this contract shall meet or exceed the following general functional specifications:

- (a) Minimum Five (5) Year Systems Life.
- (b) Data Rates 1.2, 2.4, 4.8 and 9.6 Kbps.
- (c) Stand alone and/or rack mounted functionally compatible with microcomputers and other types of terminals.
- (d) The mechanical and electrical interface between the microcomputer, terminals and modems shall comply with Electronic Industries Association (EIA) Standard RS-232 for serial Binary Data Exchange. Within the RS-232 standard, this includes type SR (send receive) configuration for half or full duplex operation.
- (e) Capable of operating on 117 volts AC plus or minus 10% at a frequency of 60 Hertz plus or minus 3 cycles. The power cable shall be 3-wire with a three (3) prong grounded plug that will fit into a standard power outlet. The power cord shall be a minimum of six (6) feet.
- (f) Capable of operating in the temperature range of 45 degrees to 95 degrees fahrenheit and a relative humidity range of 10% to 90% non-condensing.
- (g) Mean Time Between Failure (MTBF) of 10,000 hours for continuous operation.

- (h) All low speed modems shall operate asynchronously at speeds from 0 to 1200 bps in low speed mode or 1200 bps in high speed. Operating synchronously, the modem must support 2400 bps, 4800 bps and 9600 bps transmission speeds using CCITT V.22 and V.22 bis and V.29 standards.
- (i) Modems shall have two (2) modular jacks (RJ-11C) receptacle for (1) the telephone company line and (2) a telephone instrument for voice transmission whenever the modem is not on-line.
- (j) Modems shall be capable of continuous self-test (when idle) and have operational status LED indicators.
- (k) Modems shall have a remote test capability which is under control of a Network Control Center (NCC) or Remote Test Center (RTC). The status reported information shall not interfere with the normal flow of data in the circuits.
- (l) Modems shall have automatic adaptive equalization feature.
- (m) Modems shall have a power indicator.

#### C.1.2.2

##### Additional Specifications for 1200-2400 bps Modem

In addition to the general specifications outlined in C.1.2.1, all 1200-2400 bps modems furnished under this contract shall meet or exceed the following additional functional specifications:

- (a) Automatic dialing and answering
- (b) Modem ready
- (c) Tone dialing
- (d) Terminal ready
- (e) Variable pause lengths between telephone digits
- (f) Send data
- (g) Capable of storing a minimum of three telephone numbers with redialing
- (h) Receive data
- (i) Automatic redialing up to a minimum of 10 times or until connection is completed
- (j) Automatic baud rate and parity detection for 300/600/1200/2400 bps.
- (k) Carrier detect
- (l) Disable mode to circumvent modem from inadvertently responding to terminal
- (m) Programmable Commands for Modem Control
- (n) A device control to automatically switch from a local command mode to the on-line command mode after responding to an incoming call, dialing and/or connecting to a remote modem.
- (o) Speaker with Volume Control



C.1.2.3 Additional Specifications for 4800 bps and 9600 bps Modems

In addition to the general specifications outlined in C.1.2.1, all 4800 bps and 9600 bps modems furnished under this contract shall meet or exceed the following additional functional specifications:

- (a) Modem shall have a bit error not more than  $10^{-6}$  within a S/N ratio of 24 db on 3002 circuit operating environment.
- (b) Modem shall be capable of continuous self-test (when idle) and have operational status LED indicators.
- (c) Access points shall be available on all modems so that the following diagnostic and circuit monitoring routines can be performed by a NCC or RTC. Circuit monitor shall be performed without circuit interruption during the following tests:
  - (1) Modem Testing, local and remote
  - (2) Analog and digital loop back test
  - (3) Data transmission simulation
- (d) Modems shall have analog and/or digital loop back test capability. The loop back shall be automatic under the control of the NCC.
- (e) Modems shall be switchable from the leased dedicated circuit to dial up backup circuit and/or arrangement under control of the NCC.
- (f) Modems shall have internal/external transmitter clock option.
- (g) Modems shall have a transmit rate switch and/or be strappable for 9600 and 4800 bps.
- (h) Modems shall have the capability to be electrically bypassed by a circuit element (i.e., Front End Processor, other modem, etc.) which may block the exchange diagnostic commands and status data.

C.1.3 Operating Manuals

The Contractor shall provide an operating manual or other instruction documentation for each individual modem delivered under this contract.

Section D - Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

- E.1 Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.

Section F - Deliveries and Performance

F.1 Place of Delivery

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

U.S. Nuclear Regulatory Commission  
Contract No. NRC-10-87-\*  
4934 Boiling Brook Parkway  
Rockville, Maryland 20852

F.2 Duration of Contract Period

The ordering period for this contract shall commence on the effective date reflected in block 3 of the SF 26 and will expire twenty four months thereafter. Any orders issued during this period shall be completed within the time specified on the order, unless, otherwise specified herein. (See 52.216-18 - Ordering (APR 1984).)

F.3 FAR Citations

52.212-1 TIME OF DELIVERY. (APR 1984)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER ISSUANCE OF DELIVERY ORDER
A11	A11	30 Days

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, will be considered nonresponsive and rejected. 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	WITHIN DAYS AFTER ISSUANCE OF DELIVERY ORDER
1	300	30 Days
2	20	30 Days
3	20	30 Days

(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)  
(R 7-104.92(b) 1974 APR)  
(R 1-1.316-5)  
(R 1-1.316-4(c))

Section G - Contract Administration DataG.1 Project Officer Authority

- 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.
- \* To be incorporated into any resultant contract.

G.2 Payment Due Date

- (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 (original and 4 copies) to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555

or
  - (2) The date the supplies 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 in accordance with the terms of the contract.
- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of payment by wire transfer through the Treasury Financial Communications Systems 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.

G.3 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
Office of Resource Management  
ATTN: GOV/COM Accounts Section  
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.4 Interest on Overdue Payments

- (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.

Section H - Special Contract Requirements

H.1 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (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 herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such 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 prior to execution of such contractual arrangement.

(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 41 CFR 20-1.5402(a).

(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 shall 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 for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

(1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

- (i) Use such information for any private purpose until the information has been released to the public;
- (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or



- (iv) release the information without prior written approval by the Contracting Officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The Contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

## H.2

### Method of Payment

- 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 Communications Systems, 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

#### H.4 Commercial Warranty

Notwithstanding the provisions of the "Inspection" clause of this contract, the contractor agrees that the items delivered under this contract shall be covered by the same warranties as the contractor customarily offers in connection with the sale of these items on the commercial market. In the event that differing warranties covering these items are customarily offered to other purchasers by the contractor, it is agreed that such warranties shall apply to this contract as are available to the contractor's most favored purchaser.

In addition to any other obligations imposed upon the contractor under any such warranties, and regardless of whether a similar right is customarily offered to other purchasers, the contractor shall, if so required by the Government within a reasonable time after the giving of notice of defect in accordance with such warranties, correct or replace the defective or nonconforming item with all possible speed at the contractor's cost, including shipping costs, not exceeding usual charges, from the delivery point to the contractor's plant and return.



## PART II - CONTRACT CLAUSES

### Section I - Contract Clauses

#### 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 the effective date of this contract through its expiration.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of clause)  
(R 7-1101 1968 JUN)

#### 52.216-21 REQUIREMENTS. (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 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 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 thirty days after the expiration date of this contract.

(End of clause)

(R 7-1102.2(b) 1966 OCT)

### 52.233-3 PROTEST AFTER AWARD (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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

## Section E

- 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE. (JUL 1985)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

## Section F

- 52.212-15 GOVERNMENT DELAY OF WORK. (APR 1984)
- 52.247-34 F.O.B. DESTINATION. (APR 1984)

## Section I

- 52.202-1 DEFINITIONS. (APR 1984)
- 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)
- 52.210-5 NEW MATERIAL. (APR 1984)
- 52.210-7 USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY. (APR 1984)
- 52.214-26 AUDIT--SEALED BIDDING. (APR 1985)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)
- 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (APR 1984)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (APR 1984)
- 52.222-26 EQUAL OPPORTUNITY. (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.225-3 BUY AMERICAN ACT--SUPPLIES. (APR 1984)
- 52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (APR 1984)
- 52.227-3 PATENT INDEMNITY. (APR 1984)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
- 52.232-1 PAYMENTS. (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (JUL 1985)
- 52.232-11 EXTRAS. (APR 1984)
- 52.232-17 INTEREST. (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- 52.233-1 DISPUTES. (APR 1984)
- 52.243-1 CHANGES--FIXED-PRICE. (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)
- 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE. (APR 1984)



52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS. (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of clause)

(R 7-2003.13 1978 JUN)

52.233-3 PROTEST AFTER AWARD (JUN 1985)--Alternate I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

#### CONTRACTOR REPRESENTATION (APR 84 FIRMR)

Unless the Contractor expressly states otherwise in the Contractor's proposal, where functional requirements are expressly stated as part of the requirements of this solicitation, the Contractor, by responding, represents that in its opinion the system/item proposed is capable of meeting those requirements. However, once the system/item is accepted by the Government, Contractor responsibility under this clause ceases. In the event of any inconsistency between the detailed specification and the functional specification contained in the solicitation, the former will control.

(End of Clause)

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions



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, Office of the Controller, 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.