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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. Eight (8)	3. EFFECTIVE DATE 10/01/89	4. REQUISITION/PURCHASE REQ. NO. ARM-86-259 dtd 9/11/89	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Southern New England Telephone Company 5 West Service Road Hartford, CT 06120	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-10-86-259
	10B. DATED (SEE ITEM 13) 5/29/86

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 B 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)  
 APPN No.: 31X0200.010 B&R No.: 010-20-62-230 FIN No.: D18510 OBLIGATE: \$37,376.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	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(D).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

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

SEE ATTACHED

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 PDR CONTR  
 NRC-10-86-259 PNU

15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES F. CALHOUN ACCT. EXEC	15B. DATE SIGNED 11/27/88	15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul J. Edgeworth, Contracting Officer	15D. DATE SIGNED 11/17/89
15E. CONTRACT NUMBER [Signature]	15F. UNITED STATES OF AMERICA	[Signature]	

The purpose of this modification is to: (1) extend the contract's period of performance by one additional year, effective 10/1/89 through 9/30/90; (2) modify the Description of Work to include FY 90 services, (3) provide funding thereby increasing the contract ceiling and obligated amounts, (4) incorporate Subsection H.3 - Option to Extend the Period of Performance, (5) incorporate the Drug Free Workplace and Procurement Integrity Provisions, and (6) incorporate the FAR option clause. Accordingly, the contract is modified as follows:

- Under Section B - Supplies or Services and Prices/Costs, Subsection B.3, Description of Work, delete all items in their entirety and replace with the following in lieu thereof:

Service Location	Quantity	Unit	Unit Price	Amount
HFD-476-0221				
Ongoing Services	12	mo.	\$2,530.40	\$30,364.80
Estimated one-time charge				\$ 3,000.00
Total Estimated Cost				\$33,364.80
Haddem Neck NPP - ENS Circuit GP-001478				
Millstone 1, 2 and 3 - ENS Circuit GP-001480				
United Nuclear Corp. - ENS Circuit GP-001522				
NL-443-0855 Millstone 3 HPN-TSC				
Ongoing Services	12	mo.	\$ 39.30	\$ 471.60
Toll Calls	12	mo.	\$ 10.00	\$ 120.00
Estimated one-time charge				\$ 100.00
Total Estimated Cost				\$ 691.60
EHAM-267-2315				
Haddem Neck HPN-TSC				
Ongoing Services	12	mo.	\$ 78.20	\$ 938.40
Toll Calls	12	mo.	\$ 10.00	\$ 120.00
Estimated one-time charge				\$ 100.00
Total Estimated Cost				\$ 1,158.40
NL-443-6370				
Millstone 1 and 2 HPN-TSC				
Ongoing Services	12	mo.	\$ 39.30	\$ 471.60
Toll Calls	12	mo.	\$ 10.00	\$ 120.00
Estimated one-time charge				\$ 100.00
Total Estimated Cost				\$ 691.60
NL-443-7284				
Millstone 1, 2 and 3 HPN-EOF				
Ongoing Services	12	mo.	\$ 39.30	\$ 471.60
Toll Calls	12	mo.	\$ 10.00	\$ 120.00
Estimated one-time charge				\$ 100.00
Total Estimated Cost				\$ 691.60

NL-848-951					
United Nuclear - Montville Facility					
Ongoing Services	12	mo	\$	46.50	\$ 558.00
Toll Calls	12	mo	\$	10.00	\$ 120.00
Estimate one-time charge					\$ 100.00
Total Estimated Cost				\$	778.00

2. Under Section F - Deliverables and Performance, Subsection F.1 Duration of Contract Period is revised to read as follows:

"F.1 Duration of Contract Period

The period of performance of this contract shall commence on October 1, 1987 and end on September 30, 1990 with one twelve month option period."

3. Under Section G, Contract Administration Data, Subsection G.5 entitled "Consideration," the contract ceiling and obligated amounts are increased from "\$150,663.00" by \$37,376.00 to "\$188,039.00." Therefore, the first and second sentences are revised to read as follows:

"The present estimate for performing the work under this contract is \$188,039.00. The total obligated amount of \$188,039.00."

4. The following clause is hereby incorporated as Subsection H.3 of the contract.

"H.3 Option to Extend Period of Performance

This contract may be extended for one additional twelve month period at the option of the Government by the Contracting Officer. The Contracting Officer may decide to exercise this option at any time during the performance of this contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The option will be exercised in accordance with contract clause 52.217-9, Option to Extend the Term of the Contract--Services."

5. Section I - Contract Clause is revised to incorporate the Drug Free Workplace and Procurement Integrity Provisions as listed in Attachment A and to incorporate the following FAR option clause:

"52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES  
(APR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of the additional twelve month option under this clause, shall not exceed seventy-two months."

All other terms and conditions remain unchanged.

DRUG-FREE WORKPLACE (FAR 52.223-6)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)



\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of the Officer or Employee Responsible for the Modification Proposal)

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

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the Contractor knows, or should have known, of reasons to the contrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10) (MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the proportional portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit specified in the contract at the time of contract award.

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4) (ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(d) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

PROCUREMENT INTEGRITY (52.237-9) (MAY 1989)

(a) Definitions. The definitions in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor shall establish a procurement ethics training program for its employees serving as procurement officials. The program shall, at a minimum --

(1) Provide for the distribution of written explanations of the provisions of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR to such employees; and

(2) Require each such employee, as a condition of serving as a procurement official, to certify to the Contracting Officer that he or she is familiar with the provisions of the Act, as implemented in the FAR, and will not engage in any conduct prohibited by subsections 27 (a), (b), (c), or (e) of the Act, as implemented in the FAR, and will report immediately to the Contracting Officer any information concerning a violation or possible violation of the prohibitions.

(c) Pursuant to FAR 3.104-9(d), a Contractor employee who is serving as a procurement official may be requested to execute additional certifications.

(d) If a Contractor employee serving as a procurement official ceases performance of these duties during the conduct of such procurement expected to result in a contract or contract modification in excess of \$100,000, such employee shall certify to the Contracting Officer that he or she understands the continuing obligation, during the conduct of the agency procurement, not to disclose proprietary or source selection information related to such agency procurement.

(End of clause)