

AWARD/CONTRACT

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

RATING

PAGE OF PAGES
1 36

2 CONTRACT (Proc Inst Ident.) NO.

NRC-29-86-358

3. EFFECTIVE DATE

May 30, 1986

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

RFPA No. RG2-86-358

5. ISSUED BY

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

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

MTSS, Inc.
554 South 23rd Street
Arlington, VA 22202

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

NET

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN

ITEM

See Section G.7

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

See Section F.2

12. PAYMENT WILL BE MADE BY

CODE

See Section H.9

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C. 2304(c)(1)☒ 41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

B&R No.: 92-20-25-50-2 APPN. No.: 31X0200.926
FIN No.: B8410 OBLIGATION: \$40,000.00

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The Commission hereby accepts MTSS, Inc.'s, proposal dated March 5, 1986 and as revised in its technical and cost proposals dated May 23, 1986, all of which are incorporated herein by reference and made a part of this contract to perform the required work as detailed herein. This is a cost-plus-fixed-fee type contract.

B607160194 B60714

PDR CONTR

NRC-28-358

PDR

15G. TOTAL AMOUNT OF CONTRACT \$153,110.62

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

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

19A. NAME AND TITLE OF SIGNER (Type or print)

WILLIAM C. BROWN, PRESIDENT

20A. NAME OF CONTRACTING OFFICER

Heleen Hagey

19B. NAME OF CONTRACTOR

BY William C. Brown
(Signature of person authorized to sign)

19C. DATE SIGNED

6/17/86

20B. UNITED STATES OF AMERICA

BY [Signature]
(Signature of Contracting Officer)

20C. DATE SIGNED

6/17/86

Section B - Supplies or Services and Prices/CostsB.1 Brief Description of Work

Effort involves data entry, editing, and reporting activities relating to various systems for which NRC's Region II office is responsible. Computer time, use of equipment, and facilities located at the NRC Region II office in Atlanta, Georgia will be provided by NRC. Offerors must be capable of interpreting and entering raw data into a computer from code form and source documents, and arranging preestablished job control procedures in proper sequence with appropriate control cards to execute edit, update, and report programs.

B.2	A.	Total Estimated Cost.....	\$ 146,398.73
		Fixed Fee.....	\$ 11,711.89
		Total Estimated Cost Plus Fixed Fee.....	\$ 158,110.62

B.3 Remittance Address

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

Name: N/A

Address: _____

Section C - Description/Specifications/Work StatementC.1 Statement of WorkC.1.1 BackgroundA. General

The United States Nuclear Regulatory Commission is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials. In the performance of its duties, the NRC utilizes a wide variety of automatic data processing, encompassing numerous applications, including scientific, administrative, and management information systems. The Office of Resource Management (RM) is responsible for ADP within the NRC. RM is striving for a sophisticated telecommunications network,

which links all of its ADP capabilities, and for an environment which strongly supports distributed processing, such as the use of hierarchical languages (i.e., ADABAS, RAMIS II, S2K) and the introduction of office automation.

B. Equipment

The NRC does not own a mainframe computer to perform large-scale data processing operations, and depends primarily on buying computer time (timesharing) from DOE National Laboratories, the National Institutes of Health (NIH) DCRT Federal Data Processing Center, and commercial sources. NRC's ADP equipment to support timesharing consists of remote job entry stations, data terminals, and associated telecommunications equipment needed for data transfer and communication with the facility at which the computer is located. NRC now utilizes over 250 individual terminals and nine remote job entry stations.

The telecommunications equipment needed to accommodate this remote computer usage consists of about 260 modems of various types. Most of these modems are used with dial-up telephone lines. Six leased telephone circuits are also used--two circuits connect NRC to the Central Scientific Computing Facility at Brookhaven National Laboratory; one circuit is used to transfer encrypted, classified nuclear materials inventory data between NRC and the Oak Ridge National Laboratory's Computer Science Division K-25 Maryland node of DOE's secure message network (SACNET); and two circuits connect the remote job entry stations in the Phillips and East West Towers Buildings in Bethesda, Maryland to the NIH DCRT.

NRC currently owns 10 minicomputers; a Data General C330 is dedicated to the Payroll System; a second is used solely for the Automated Personnel System; and a third accommodates the Property and Supply System. A fourth Data General C350 Eclipse is used by RM for system development, maintenance and backup to the first three dedicated minicomputers. A fifth mini, a Data General S230 Eclipse, operated by RM, is used to provide small-scale, general purpose timesharing services. A sixth mini, a Hewlett-Packard 1000, is dedicated to the Commission's Public Document Room (PDR) document indexing, storage, and retrieval system. The remaining four minicomputers (two Data General C330's and two Data General C350's) are dedicated to the development, maintenance, and operation of the dial-up, remote access capability--the mini available for timeshared use; the mini dedicated to the Automated Personnel System; the mini used for systems development and maintenance; and the PDR mini. Beyond the required modems, no special lines or other telecommunication resources are used.

In addition, the NRC now has about 200 pieces of word processing equipment, including stand-alone and shared systems with cathode ray tubes and high-speed laser printers. Capabilities range from stand-alone memory and magnetic card typewriters to networked, shared-logic systems.

C. Software

Software (computer programs) can be categorized as follows:

Category 1 - Proprietary software used to aid in applications development as supplied by the hardware or independent vendor. Such software is used where applicable to significantly cut development and maintenance costs and to help non-ADP personnel use the computer as an information tool.

Category 2 - Proprietary software supplied by the hardware vendor related to computer systems operations.

Category 3 - User-developed software using higher-level languages and proprietary package interfaces. Such software is developed to satisfy specific user requirements in business and scientific applications.

Proprietary software, as defined in Category 1, is either purchased or leased from specific vendors and is often termed "package software." It is designed to perform either specific or general functions. Although the NRC has no specific applications packages at the present time, they might include accounts receivable, budget, and payroll.

General use packages include processes such as complex data base use, generation of graphs, report generation, and statistical analysis. The NRC has purchased and currently maintains five packages of this type:

- o System 2000 - complex data base manipulation and inquiry
- o MARK IV - general file maintenance and report generation
- o IDEA - Data General screen format and data manipulation
- o INFOS - Data General data base management system (DEMS)
- o ORACLE - Relational Data Base Management System

Other general purpose packages software that the NRC has access to are:

- o TELEGRAF/DISSPLA - graphics
- o SPSS - statistics
- o SAS - statistics
- o WYLBUR - text editing, word processing

- o IBM user application utilities (sort/merge, etc.)
- o AZ-TEXT (Data General word processing package)

Proprietary software, as defined in Category 2, includes computer-operating systems related support utilities that are not accessible/changeable by the applications programmer. In the IBM environment at NIH, the operating system is termed OS/VS (Operating System/Virtual Storage). Support utilities include those supplied by IBM for disk pack maintenance and similar housekeeping tasks. Other software falling within this category includes language compilers (BASIC, COBOL, FORTRAN), file and data management software (ISAM, VSAM), and communications handlers (TSO and parts of WYLBUR). The NRC currently has two operating systems (AOS and RDOS) used on its Data General Eclipse minicomputers. The H-P 1000 uses HP/RTE-4B.

User-designed and developed software, Category 3, is the most used within the Commission. Software of this type emanates from detailed specifications designed for a specific purpose within a given system (i.e., a daily report of personnel actions). Programs of this type are usually written in high-level compiler languages such as COBOL, FORTRAN, or PL/1. However, proprietary software interfaces can be used with higher-level languages for data base access (i.e., SYSTEM 2000 DBMS).

The most commonly used compiler languages within the Commission are COBOL (administrative/management applications) and FORTRAN (scientific applications). At the present time, there are approximately 100 administrative/management systems in operation which are made up of about 2,400 computer programs. Scientific codes currently in use number approximately 250.

D. Facilities

NRC supports ADP activities at five regional offices and 10 headquarters buildings. This distributed ADP environment requires the placement of equipment at all 15 locations. Some locations need only data terminals and therefore require no special facilities; others house minicomputers and remote job entry stations which require special facilities such as power supplies, humidity and temperature controls, raised flooring, access controls, and storage space. Remote job entry stations are located in each of the five regional offices and at four headquarters sites. All 10 minicomputers are at headquarters in five different buildings.

Locations having access to systems discussed under this contract are:

NRC Headquarters - Washington, D.C. 20555
NRC Region I - King of Prussia, PA 19406
NRC Region II - Atlanta, GA 30323
NRC Region III - Glen Ellyn, IL 60137
NRC Region IV - Arlington, Texas 76012
NRC Region V - Walnut Creek, CA 94596

C.1.2 Contract Objective

The NRC requires a contractor to provide data entry and data reporting and retrieval services in the NRC Region II office.

C.1.3 Scope of Work

A. Requirements

The contractor shall provide the necessary personnel to fulfill the requirements of this Statement of Work. Computer time and use of NRC equipment and facilities will be made available in the Region II office for the scope of the effort. The requirements of this Statement of Work are in support of the objectives of the U.S. Nuclear Regulatory Commission. This involves the data entry functions of Region II for ADP System Operation. All activities performed under this Statement of Work shall be under the technical direction of the NRC Project Officer or the technical monitor designated by the Project Officer. (See Sections G.4. and G.5.)

Specifically, this task involves data entry activities relating to various systems for which Region II is operationally responsible. The data entry will be performed onsite at the Region II office (Atlanta, Georgia) using a terminal provided by the region.

The estimated volume of data entry is as follows:

Ad Hoc and Routine Report Generation and Retrieval - approximately 10 per week

OIL File - approximately 800 entries per week

Gray and Yellow Books - monthly modification of data set from marked-up printout

Daily Report - 2 or 3 pages per day

TMI File - approximately 25 pages per month

OLTS - Approximately 25 per week

B. Delineation of Tasks/Deliverable End Items

1. Ad-Hoc and Routine Report Generation and Retrieval

Description

Daily, as submitted, review requests and determine systems application and complexity. Generate ad-hoc reports based on criteria submitted.

Task/Deliverables

- a. As submitted, review requests, determining system application and complexity.
- b. Generate ad-hoc reports based on criteria submitted.
- c. Run (execute) program to resolve and correct errors identified in source program.
- d. Review output for accuracy.

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2. Outstanding Items List (OIL) File

Description

This file is used on a weekly basis to capture inspector follow-up items resulting from an inspection; Construction Deficiency Reports; Licensee Event Reports; and any other Docket-related items. Duties will include data entry using OIL T-5 Form submitted by the technical staff as a source document; correcting edits identified by the software; QA of all data and resolving errors or duplication.

Task/Deliverables

- a. As submitted, scan the source document (T-5 form) for obvious errors as described in "Regional Office Instruction No. 1320" (Attachment 7).
- b. As submitted, highlight and code Licensee Event Reports (LER) to determine elements used for updating of the file.
- c. Perform the data entry functions using the OIL T-5 Form submitted by the technical staff as the source document. Refer to Attachment 8 for detailed instructions.
- d. Run (execute) the edit program and resolve and correct errors identified by the edit program. Refer to Attachment 8.
- e. Perform a QA on the file t l on the instructions given in Attachment 8.

f. Run (execute) the audit report for distribution.

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3. Gray Book and Yellow Book

Description

The Gray Book and Yellow Book are used to provide information regarding operating plants and plants under construction, respectively. Responsibilities include preparing the information and updating the data sets to provide the regional information for publication.

Task/Deliverables

- a. By the 14th of each month, run (expedite) the computer routines to provide the various source documents for the reports. Refer to "Regional Gray Book Procedures" (Attachment 10) for detailed instructions.
- b. Cut and paste the inspection summary information from the inspection summaries (source documents) and LER printouts onto the previous month's computer printout.
- c. On a monthly basis, correlate and distribute the marked-up reports to the principal inspectors for review and update.

- d. Make modifications to the regional WYLBUR data set based on the updated sheets.
- e. Proof the updated data sheets for spelling, etc., errors and, if necessary, correct before releasing.

4. Daily Report

The Daily Report is submitted daily from each Division and provides NRC management with significant information relating to inspection activities.

Task/Deliverables

- a. On a daily basis perform the data entry of the daily report source document information and save the data set on WYLBUR. Refer to "Regional Daily Report Procedures" (Attachment 11) for detailed instructions.
- b. Distribute copies of the report to the principal staff for information.
- c. Proof the information for spelling errors, etc., before releasing.
- d. Run (execute) the command procedure to route the Daily Report to Headquarters and the other regional offices.

5. Three Mile Island (TMI) File

Description

The TMI file updating is performed to provide verification of licensee actions in response to the TMI Action Plan.

Task/Deliverables

- a. When submitted, perform the data entry from the marked-up copies of printouts which serve as the source documents. Refer the "User Documentation of TMI Action Plan for NTOL and OL" (Attachment 12) for detailed instructions.
- b. Proof the information as described in the "User Documentation."
- c. Run (execute) the edit and update procedures and make the necessary error corrections. Refer to the "User Documentation" for instructions.
- d. Run (execute) the computer routines for distribution as per the above referenced instructions.

6. Operator Licensing Tracking System (OLTS)

Description

On an as-received basis, perform data entry of the Operator Licensing Tracking System.

Deliverables

- a. As received, perform on-line updating of the OLTS system (Attachment 13).
- b. Have data entered three (3) working days after submittals.

C.1.4 Additional Elements of the Scope of Work

Training

The NRC will conduct an orientation training session for the contractor's key personnel at the NRC Region II office. This session is expected to take approximately 12 hours and shall be conducted during the normal work day hours, which will be scheduled by the NRC Project Officer after the contract execution date. The training session will include as a minimum, NIH, Wylbur logon, collect, modify, save procedures and specific instructions regarding the six tasks delineated under Section C.1.3.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

E.1 FAR Citations

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 Nov.)

E.2 Place of Inspection and Acceptance

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

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

All documentation and other deliverable end items shall be provided as described under Section C.1.3.B entitled "Delineation of Tasks/Deliverable End Items" of the Statement of Work.

F.2 Place of Delivery

The deliverables set forth in the Statement of Work shall be furnished to the Project Officer in Region II.

F.3 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue to completion within twenty-four (24) months after said contract is effective. The completion date is May 29, 1938.

Section G - Contract Administration Data

G.1 Consideration

Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$158,110.62, of which the sum of \$145,398.73 represents the estimated reimbursable costs, and of which \$11,711.89 represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$40,000.00, of which \$36,800.00 represents the estimated reimbursable costs, and of which \$3,200.00 represents the fixed fee. The remaining funds shall be obligated upon availability.
3. It is estimated that the amount currently allotted will cover performance of all tasks within six (6) months from the effective date of the contract.

G.2 Overhead/General and Administrative Rates

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 48 percent of direct labor.
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 15 percent of direct labor, labor overhead and travel.
- C. Notwithstanding A. and B. of this Section, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

G.3 Payment of Fixed Fee

Payment of fixed fee shall be in accordance with paragraph (b) of clause 52.216-8 entitled "Fixed Fee" and the NRC billing instructions.

G.4 Technical Direction

A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.5 of this contract. The term "Technical Direction" is defined to include the following:

1. Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
2. Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:

1. Constitutes an assignment of additional work outside the general scope of the contract.
2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
4. Changes any of the expressed terms, conditions or specifications of the contract.

C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance, and may even result in the Contractor expending funds for unallowable costs under the contract.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

G.5 Project Officer

- A. The individual(s) listed in "B" below is (are) hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by Contractors and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated

into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

B. Name and Mail Code: Mr. Jeffrey Lankford
Office Address: U.S. Nuclear Regulatory Commission, Region II
Suite 3100
Atlanta, Georgia 30303
Telephone Number: (301) 242-5502

G.6 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 final deliverable product/service is 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 the final deliverable product/service performed in accordance with the terms of the contract.

(c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.

(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.

G.7 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.8 Interest on Overdue Payments

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

- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

Section H - Special Contract Requirements

H.1 Key Personnel

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder.

S. Cooksey, Prog. Mgr./Prog. Aide Leader
S. Lewis, Prog. Aide

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

- (b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

- (c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

- (d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H.2 Consultant or Other Comparable Employment Services of Contractor Employees (OMB Clearance Number 3150-0112)

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with the Commission) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees proposed to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another Commission cost-type Contractor under its contract with the Commission except with the prior approval of the Contractor.

H.3 Safety, Health, and Fire Protection

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

H.4 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H.5 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H.6 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.7 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.8 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.9 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) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
 2. Contact person and telephone number
 3. Name and address of financial institution
 4. Contractor's Financial institutions'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 if it receives electronic funds transfer messages through the Federal Reserve Communications System
 7. Name and address of the correspondent financial institution if the Contractor's financial institution does not receive electronic funds transfer messages through the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of 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.10 Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number 73-1401 (R-20) dated December 5, 1985 and attached hereto as Attachment Number 4.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

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.

N/A

.....
.....
(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)

FPR TEMP. REG 76 SERVICE CONTRACT ACT

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraph of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of

§4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150).

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0159).

- (i) Name and address and social security number of each employee.
 - (ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
 - (iii) The number of daily and weekly hours so worked by each employee.
 - (iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
 - (vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor,

take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contract pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Computer Technician, Supervisor	\$10.48
Computer Technician	\$ 8.57

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing

requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however; that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized.

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of the clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, the employees or their representatives.

(FPR Temporary Regulation 76)

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)

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 F

52.212-13 STOP-WORK ORDER.-- Alternate 1 (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)
52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
52.215-2 AUDIT--NEGOTIATION. (APR 1984)

52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (APR 1984)
52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)
52.216-8 FIXED FEE. (APR 1984)
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
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)
52.222-3 CONVICT LABOR. (APR 1984)
52.222-26 EQUAL OPPORTUNITY. (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.223-2 CLEAN AIR AND WATER. (APR 1984)
52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
52.224-2 PRIVACY ACT. (APR 1984)
52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-20 LIMITATION OF COST. (APR 1984)
52.232-22 LIMITATION OF FUNDS. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)
52.233-1 DISPUTES. (APR 1984)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)
52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
(JUL 1985)

52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL,
OR LABOR-HOUR CONTRACTS). (APR 1984)
52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984)
52.249-14 EXCUSABLE DELAYS. (APR 1984)
52.215-26 INTEGRITY OF UNIT PRICES
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

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	Standard Form 1411 with Instructions
3	Billing Instructions
4	Wage Determination
5	Report Tracking Instructions
6	Region II 766 Instructions
7	Regional Office Instruction No. 1320
8	OIL Data Entry Procedures
9	RITS Users Guide
10	Regional Gray Book Procedures
11	Regional Daily Report Procedures
12	User Documentation of TMI Action Plan for NTOL and OL
13	OLTS Procedures