

AWARD/CONTRACT

1 CERTIFIED FOR NATIONAL DEFENSE
UNDER DODS REG 2 AND/OR DMS REG 1

RATING

PAGE OF PAGES

2 CONTRACT (Proc. Item) NO

NRC-33-86-288

3 EFFECTIVE DATE

1985

4 REQUISITION/PURCHASE REQUEST/PROJECT NO

ORM-86-288

5 ISSUED BY

CODE

6 ADMINISTERED BY (If other than Item 5)

CODE

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

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

J. C. Services
4304 Franconia Road
Alexandria, VA 22310

8 DELIVERY

☐ FOB ORIGIN☒ OTHER (S. N.)

9 DISCOUNT FOR PROMPT PAYMENT

N/A

10 SUBMIT INVOICES

14 COPIES UNLESS OTHER

WAS SPECIFIED TO THE

ADDRESS SHOWN IN

ITEM

12

CODE

11 SHIP TO MARK FOR

CODE

N/A

FACILITY CODE

12 PAYMENT WILL BE MADE BY

CODE

U.S. Nuclear Regulatory Commission
ORM/Div. of Accounting & Fin., GOV/COM Accts
Washington, DC 2055513 THIS
ACQUISITION
WAS (Check
OFF) BOXES☒ A ADVERTISED☐ B NEGOTIATED PURSUANT TO☐ 10 USC 2304(a)) ☐ 41 USC 252(a))

14 ACCOUNTING AND APPROPRIATION DATA

B&R No. 80-20-25-0 FIN No. B8174

Appropriation No. 31X0200.805 Amt. \$34,400.00

15A ITEM NO

15B SUPPLIES/SERVICES

15C QUANTITY

15D UNIT

15E UNIT PRICE

15F AMOUNT

The Government hereby accepts
your bid on IFB No. RS-ORM-85-334
dated September 12, 1985

15G TOTAL AMOUNT OF CONTRACT \$ 34,400.00

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	C	DESCRIPTION/SPEC WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor will
sign this document and return 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
contract. The rights and obligations of the parties to this
contract shall be subject to and governed by the following documents: (a) this
award contract; (b) the solicitation, if any; and (c) such provisions, representa-
tions, 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.)
Offer or Solicitation Number: RS-ORM-85-334
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 con-
sists of the following documents: (a) the Government's solicitation and
offer; and (b) this award contract. No further contractual document is
necessary.

A NAME AND TITLE OF SIGNER (Type or Print)

8511110318 851031

PDR CONTR

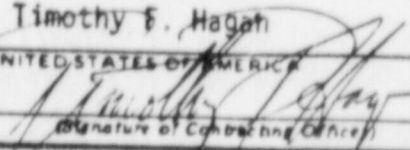
NRC-33-86-288 PDR

B NAME OF CONTRACTOR

20A NAME OF CONTRACTING OFFICER

Timothy F. Hagah

20B UNITED STATES OF AMERICA

BY 
(Signature of Contracting Officer)

20C DATE SIGNED

10/31/85

(Signature of person authorized to sign)

1. Section F.1 - Duration of Contract Period - The contract shall become effective November 1, 1985 and shall continue through October 31, 1987.
2. Section G.2 - Total Amount of the Contract Ceiling - second line, insert: \$34,400.00.
3. Section G.3 - Project Officer - The name, mail code, office address and telephone number of the Project Officer designated for this requirement is as follows:

Charles R. Johnson
Mail Stop P-622
U.S. Nuclear Regulatory Commission
Office of Resource Management
Washington, DC 20555

Area Code (301) 492-8311

SOLICITATION, OFFER AND AWARD

1. CERTIFIED FOR NATIONAL DEFENSE
UNDER BDSA REG. 2 AND/OR DMS REG. 1

RATING

PAGE 67

2. CONTRACT NO.

3. SOLICITATION NO.

RS-ORM-85-334

4. TYPE OF SOLICITATION

☒ ADVERTISED (IFB)

☐ NEGOTIATED (RFQ)

5. DATE ISSUED

8/21/85

6. REQUISITION/PURCHASE NO.

ORM-85-334

7. ISSUED BY

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

CODE

8. ADDRESS OFFER TO (If other than Item 7)

All bids should be addressed as indicated in Block 7, however, handcarried bids (this includes express mail and all commercial delivery service) must be delivered to address in Block 9.

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

SOLICITATION

9. Sealed offers in original and two (2) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository listed in Room 2223, 4550 Montgomery Avenue until 2:00PM local time 9/19/85
Bethesda, MD 20814 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL

A. NAME

Barbara Meehan

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(301) 492-4733

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	0 %	0 %	0 %	0 %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	17. SIGNATURE	18. OFFER DATE
J.C. SERVICES 4304 FRANCONIA RD. ALEXANDRIA, VA - 22310			(703) 329-8331	<input type="checkbox"/>	JUAN DULANTO - PRESIDENT		9/12/85

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	23. NEGOTIATED PURSUANT TO
		<input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 252(c) ()
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
	(Signature of Contracting Officer)	

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

CONTINUATION SHEET

REF. NO. OF DOC. BEING COVERED

PAGE 2 OF 39

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PART I - <u>The Schedule</u></p> <p>Section B - <u>Supplies or Services and Prices/Costs</u></p> <p>The contractor shall provide on-call maintenance for the U.S. Nuclear Regulatory Commission's microcomputers and related equipment as specified in accordance with Section C - <u>Descriptions/Specifications.</u></p>				
		ESTIMATED NUMBER OF HOURS			
	On-Call Maintenance Charges:				
1.	8:00 a.m. to 5:00 p.m. - Monday through Friday estimated number of calls 240 - 2 hours per call	480	HR	\$ 35.00 (per hr.)	\$ 16,800
2.	5:00 p.m. to 12:00 a.m. - Monday through Friday estimated number of calls 4 - 1 hour per call	4	HR	\$ 60.00 (per hr.)	\$ 240
3.	12:00 a.m. to 8:00 a.m. - Monday through Friday estimated number of calls 4 - 1 hour per call	4	HR	\$ 100.00 (per hr.)	\$ 400
4.	SATURDAYS - estimated number of calls 4 - 1 hour per call	4	HR	\$ 80.00 (per hr.)	\$ 320
5.	SUNDAYS AND HOLIDAYS - estimated number of calls 4 - 1 hour per call	4	HR	\$ 100.00 (per hr.)	\$ 400
6.	Depot Rates - estimated number of calls 4 - 2 hours per call	8	HR	\$ 30.00 (per hr.)	\$ 240

CONTINUATION SHEET

REF. NO. OF BOC. BEING CONT'D

PAGE 3 OF 39

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7.	<p>PARTS: Estimated Cost of Parts for the two-year period of performance</p> <p>The on-call maintenance hourly charges shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour. The hourly charges shall commence when the contractor's service employee arrives at the designated NRC service point and ends upon completion of the repair effort at the designated NRC service point.</p>			<p>Estimate</p> <p>TOTAL</p>	<p>\$16,000.00</p> <p>\$34,400.00</p>

Section B - Supplies or Services and Prices/Costs (Continued)B.2 Remittance Address

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

Name: _____

Address: _____

Section C - Description/Specifications/Work StatementC.1 Statement of Work

The contractor shall provide on-call maintenance which shall include all necessary maintenance labor, documentation, repair parts, maintenance supplies, tools, test equipment, transportation, and their related services at the prices shown in the schedule for the equipment listed and any other subsequent additions or deletions. The approximate total quantity of the equipment listed below is currently approximately 750. The Government reserves the right to add additional quantities of the equipment listed below at any time during the period of the contract. Also, similar equipment may be added to the contract by modification subject to mutual agreement of the parties.

<u>Unit Number</u>	<u>Description</u>
1	IBM PC-XT System Unit, Model 5160
2	IBM PC System Unit, Model 5150
3	IBM PC/AT System Unit, Model 5170
4	IBM Portable System Unit, Model 5155
5	COMPAQ Portable Computer
6	COMPAQ Plus Portable Computer
7	Tandy Portable Computer, Model 1000
8	Osborne, Model 1
9	IBM Monochrome Display, Model 5151
10	IBM Color Display, Model 5153
11	Amdek Color Monitor, Model 300
12	IBM Graphics Printer, Model 5152
13	Epson American 80 Column Printer, Model MX80
14	Epson American 132 Column Printer, Model FX100
15	Epson American 80 Column Printer, Model FX80
16	Epson American 132 Column Printer, Model FX100+
17	C. Itoh Printer, Model 8510
18	Zenith Data Display, Model ZVM-121
19	NEC Corporation Printer, Model 3550
20	Hewlett Packard Plotter PC, Model 7475A

<u>Unit Number</u>	<u>Description</u>
21	Texas Instruments Printer, Model 865
22	Hewlett Packard Laser Jet Printer, Model 2686A
23	IBM Enhanced Color Display, Model 5154

C.2 Ordering

- (a) The contractor shall accept oral orders under this contract placed by the Contracting Officer or the Contracting Officer's Authorized Representative. Orders may be placed under this contract from the effective date of contract through its expiration.
- (b) All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.
- (c) When an oral order is placed, the contractor shall prepare a repair order as specified in C.3(b) below.

C.3 Ordering Procedures

- (a) Unless otherwise authorized by this contract, orders will be placed telephonically to the contractor specifying the contract number, make, model and NRC tag number of equipment, manufacturer, and description of problem, if known.
- (b) The contractor shall prepare his regular commercial repair orders in such a manner and form as to eliminate the need for Government written orders and other documentation.*
- (c) Invoices shall be submitted in quadruplicate monthly for each order covering amounts claimed to be due for services rendered and costs incurred hereunder. There shall be a lapse of no more than ninety days between performance and submission of invoices. Each invoice shall be accompanied by a copy of the repair order signed and certified by the Contracting Officer or his duly authorized representative. (See paragraph G.6 for additional information on preparing invoices)
- (d) Invoices covering items provided at cost will be subject to audit by the cognizant audit agency and payment will be made in such amount as is determined to be due and owing.

*As a minimum, the repair orders shall include the following:

- (a) Date and time notified;
- (b) Date and time of arrival;
- (c) Type and model number(s) of equipment(s);
- (d) Time spent for repair;
- (e) Description of malfunction; and,
- (f) Description of replacement parts.

Section D - Packaging and Marking

- D.1 The contractor shall use standard commercial packaging for all items delivered under the contract. On the front of the package, the contractor shall clearly identify the contract number (NRC-33-85-334) under which the product is being provided.

Section E - Inspection and Acceptance

E.1 Place of Inspection and Acceptance

Inspection and acceptance of the services rendered hereunder shall be made at the destination.

Section F - Deliveries and Performance

F.1 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 thereof, estimated to occur within 24 months after said contract is effective. The estimated completion date is * .

F.2 Location of Equipment

Equipment to be serviced under the contract shall be located in Bethesda, Rockville, Silver Spring, Maryland and Washington, D.C. with the majority in Bethesda and Washington, D.C.

F.3 Principal Period of Maintenance

The principal period of maintenance is 8:00 a.m. to 5:00 p.m., Monday through Friday.

F.4 Period of Life on Equipment

The period of life on equipment described under Section C.1 is six (6) years.

F.5 Estimated Number of Calls and Response Time

It is estimated that there will be approximately twenty (20) calls per month. The contractor shall respond within three (3) business hours from receipt of each call.

Section G - Contract Administration Data

G.1 Accounting and Appropriation Data

B&R Number: 80-20-25-08

FIN Number: B8174

* To be incorporated into any resultant contract.

G.2 Total Amount of the Contract Ceiling

The estimated amount for performing the work under this contract is * . The estimated amount may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor. When and if the amount(s) paid and payable to the contractor hereunder shall equal the ceiling, the contractor shall be excused from further performance of the work (except to meet existing commitments and liabilities) unless and until the Contracting Officer shall increase the amount obligated with respect to this contract.

G.3 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: *
Office Address: *

Telephone Number: *

G.4 Payment Due Date

* To be incorporated into any resultant contract

(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.

6.5 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.6 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

Section H - Special Contract Requirements

- H.1 The number of calls set forth under Section F.5 are estimated only and may not reflect the actual quantities which may be required pursuant to the foregoing. Such estimated quantities will depend entirely upon the Commission's requirements and the Commission will be obliged to pay for work actually ordered and satisfactorily performed at the rates specified. If the contractual requirements fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustments. If the contractual requirements exceed the estimated quantities, additional funds will be provided by unilateral modification to the contract at the rates specified.
- H.2 All services under this contract are to be performed by competent personnel, experienced and highly qualified to provide required services in accordance with the best commercial practices, with unnecessary delays or interference with government functions.
- H.3 All documentation, software manuals, diagnostic routines and any other aids (hereinafter called documentation) necessary to perform maintenance under this contract, shall be furnished by the contractor whose property it shall remain. The government, as a party to the contract, shall not be required to aid in the acquisition of documentation necessary to perform under the contract for the term of the contract.

H.4

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.5 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. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of financial institution
6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to 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.6 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 79-1187 date 3-19-84 attached hereto as Attachment number 3.

H.7 Subcontracts for Work or Services

No contract shall be made by the contractor with any other party for furnishing any of the work or services required herein without the prior written approval of the Contracting Officer. This provision shall not be construed, however, as requiring the prior approval of contracts of

employment between the contractor and personnel assigned by the contractor to provide services hereunder.

H.8. Points of Contact

The contractor designates the following as a point(s) of contact for its firm to received notification of calls:

BLANCA DULANTO

Name

(703) 329-8331

Telephone Number

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.216-21 REQUIREMENTS. (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of clause)
(R 7-1102.2(b) 1966 OCT)

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:

Employee Class

Monetary
Wage-fringe
Benefits

(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)

52.220-1 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.

.....
.....

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

(End of clause)
(R 7-2003.13 1978 JUN)

52.233-3 PROTEST AFTER AWARD. (JUN 1985)

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Section E

- 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR. (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

Section F

- 52.212-13 STOP-WORK ORDER. (APR 1984)
- 52.212-15 GOVERNMENT DELAY OF WORK. (APR 1984)
- 52.247-34 F.O.B. DESTINATION. (APR 1984)

Section I

- 52.202-1 DEFINITIONS. (APR 1984)
- 52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
- 52.203-3 GRATUITIES. (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- 52.210-5 NEW MATERIAL. (APR 1984)
- 52.210-7 USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY. (APR 1984)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (APR 1984)
- 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)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION--GENERAL. (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)
52.225-3 BUY AMERICAN ACT--SUPPLIES. (APR 1984)
52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS.
(APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (APR 1984)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)
52.233-1 DISPUTES. (APR 1984)--Alternate I. (APR 1984)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION. (APR 1984)
52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS. (APR 1984)
52.244-3 SUBCONTRACTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
CONTRACTS. (APR 1984)
52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SHORT FORM). (APR 1984)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
52.249-14 EXCUSABLE DELAYS. (APR 1984)

52.246-20 WARRANTY OF SERVICES. (APR 1984)

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

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government,"; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

(R 7-1904.5(b) 1979 SEP)

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

Section J - List of Attachments

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

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 1 of 5

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Herbert J. Cohen

Herbert J. Cohen

Deputy Administrator

LOCALITY	State: <u>District of Columbia-Maryland-Virginia</u>	DC-MD-V.	
	Area: MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties VA: <u>5/</u>		
Wage determination number: <u>80-1294 (Rev.- 40)</u>		Date: <u>9/6/85</u>	
Class of service employee	Minimum hourly wage	Fringe benefit payments	
		Health & Welfare	Vacation

1. Secretary V	\$12.46
2. Secretary IV	10.21
3. Secretary III	9.86
4. Secretary II	8.95
5. Secretary I	8.15
6. Stenographer II	10.41
7. Stenographer I	9.29
8. Transcribing-machine typist	9.05
9. Typist II	7.23
10. Typist I	6.54
11. File clerk III	7.69
12. File clerk II	5.79
13. File clerk I	5.51
14. Messenger	6.45
15. Switchboard operator	6.30
16. Switchboard operator-receptionist	6.66
17. Order clerk II	7.53
18. Order clerk I	6.82
19. Accounting clerk IV	9.49
20. Accounting clerk III	8.09
21. Accounting clerk II	7.38
22. Accounting clerk I	6.00

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20218

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Herbert J. Cohen

Herbert J. Cohen

Deputy Administrator

LOCALITY	State: <u>District of Columbia-Maryland-Virginia</u>	DC-VA-MD
	Area: <u>MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties</u>	
Wage determination number: <u>80-1294 (Rev. 20)</u>		Date: <u>9/6/85</u>
Class of service employee	Minimum hourly wage	Fringe benefit payments
		Health & Welfare Vacation Holiday Other

23. Payroll clerk	\$ 7.38
24. Key entry operator II	7.46
25. Key entry operator I	6.35
26. Computer programmer III <u>I/</u>	14.79
27. Computer programmer II <u>I/</u>	12.81
28. Computer programmer I <u>I/</u>	12.26
29. Computer operator III	11.05
30. Computer operator II	9.27
31. Computer operator I	8.59
32. Peripheral equipment operator	8.14
33. Computer data librarian	8.47
34. Drafter V	12.92
35. Drafter IV	10.46
36. Drafter III	9.12
37. Drafter II	7.14
38. Drafter I	6.01
39. Technician III	13.84
40. Technician II	10.69
41. Technician I	8.00
42. Computer systems analyst III <u>I/</u>	17.49
43. Computer systems analyst II <u>I/</u>	14.90
44. Computer systems analyst I <u>I/</u>	11.77
45. Librarian	10.14
46. Library worker	8.21

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LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: MD: Calvert (009), Charles (107), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties	

Wage determination number: 80-1294 (Rev. 20) Date: 9/6/85

Class of service employee

Minimum
hourly
wage

Fringe benefit payments

Health &
Welfare

Vacation

Holiday

Other

47. Proof reader	\$ 7.03
48. Technical illustrator	10.59
49. Typist-file clerk	6.88
50. Photocopy machine operator	6.61
51. Cartographic technician	9.12
52. Word processor II	8.76
53. Word processor I	7.38
54. Receptionist	6.41
55. Exhibits Specialist III	12.92
56. Exhibits Specialist II	10.46
57. Exhibits Specialist I	9.12
58. Illustrator III	12.92
59. Illustrator II	10.46
60. Illustrator I	9.12
61. Photographer III	12.92
62. Photographer II	10.46
63. Photographer I	9.12
64. Technical Information Specialist III	12.92
65. Technical Information Specialist II	10.46
66. Technical Information Specialist I	9.12
67. Registered Industrial Nurse	10.41
68. Meteorological Technician/Weather Observer	8.00

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Wage determination number:		80-1294 (Rev.- 20)		Date: 9/6/85	
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Fringe benefits applicable to classes of service
employees engaged in contract performance:

2/

3/

4/

- 1/ Does not apply to employees employed in a bona fide executive, administrative or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156).
- 2/ \$.32 an hour or \$12.80 a week or \$55.46 a month.
- 3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173).
- 4/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved).
- 5/ Arlington (013), Fairfax (059), Fauquier (061), King George (099), Loudoun (107), Prince William (153) and Stafford (179) Counties; and the Independent Cities of Alexandria (201), Fairfax (267) and Falls Church (217).

9/6/85

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NOTE: The contracting officer shall require that any class of service employee which is not listed herein 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. 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. (See section 4.6(b)(2) of Regulations 29 CFR 4).