

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. GS-23F-0079J
 3. AWARD/EFFECTIVE DATE 2/1/01
 4. ORDER NO. DR-01-0153
 5. SOLICITATION NO. HR-01-281
 6. SOLICITATION ISSUE DATE
 7. FOR SOLICITATION INFORMATION CALL: a. NAME Yvette Brown
 b. TELEPHONE NO. (No Collect Calls) 301-415-6507
 8. OFFER DUE DATE/LOCAL TIME 01/08/2001 3:30 p.m.

9. ISSUED BY U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: Yvette Brown - Mail Stop T-7-1-2
 Contract Management Branch 2
 Washington DC 20555
 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0 % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8(A)
 NAICS: 54181
 SIZE STANDARD:
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS N/A
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING N/A
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
 Office of Human Resources
 ATTN: Henry Rubin
 Mail Stop O-3 E17A
 Washington DC 20555
 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission
 Division of Contracts and Property Mgmt.
 ATTN: Yvette Brown - Mail Stop T-7-1-2
 Contract Management Branch 2
 Washington DC 20555

17a. CONTRACTOR/OFFEROR Bernard Hodes Advertising, Inc.
 ATTN: John Swirchak
 8300 Greensboro Drive
 Suite 950
 McLean VA 22102
 18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission
 Office of the Chief Financial Officer
 Attn: GOV/COM Acctng. Section T-9H4
 Washington DC 20555

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page This is a Simplified Acquisition Commercial Item Delivery Order for Nationwide Recruitment Advertising. The services shall be provided in accordance with Bernard Hodes' GSA contract schedule as specified in block 2. above and Section A. (See attached pages)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
 B&R No.: 1-8415-512105 JOB CODE: A8402
 BOC: 2440 APPN No.: 31X0200 - Obligation: \$175,000.00
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$310,378.01

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE proposal dtd. 1/5/01 OFFER DATED February 1, 2001 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR [Signature]
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JOHN SWIRCHAK, Ex. VP
 30c. DATE SIGNED 1/31/01
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [Signature]
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart
 31c. DATE SIGNED 1/31/01

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
 33. SHIP NUMBER PARTIAL FINAL
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR
 36. PAYMENT COMPLETE PARTIAL FINAL
 37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE
 32c. DATE
 38. S/R ACCOUNT NUMBER
 39. S/R VOUCHER NUMBER
 40. PAID BY
 42a. RECIEVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE
 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD)
 42d. TOTAL CONTAINERS

TEMPLATE ADM001

ADM02

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(OCT 1999)

01 FEB -6 10:47

RECEIVED

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A.1 PROJECT TITLE

The title of this project is as follows:

"Nationwide Recruitment Advertising"

A.2 BRIEF DESCRIPTION OF WORK

(a) The Contractor shall provide facilities, personnel, and management in order to provide a comprehensive, creative recruitment advertising campaign, on behalf of the NRC, which will cover at a minimum: (a) newspapers, magazines, trade or professional journals and other printed media (including college newsletters, posters, etc.); (b) audiovisual and broadcast media; (c) photography, artwork, and design for recruitment display units and other promotional materials; (d) advertising on the Internet; and (e) other NRC-approved avenues for recruitment effort enhancement.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this delivery order. The provisions of this delivery order shall govern all orders issued hereunder.

A.3 PRICE SCHEDULE

BASE YEAR - 02/01/01 - 01/31/02

	ESTIMATED	GSA HOURLY	
DIRECT LABOR	HOURS	RATE	TOTAL
Project Manager	120	\$111.11	\$ 13,333.20
Account Manager	350	\$ 47.47	\$ 16,614.50
Media Research Assistant	80	\$ 87.88	\$ 7,030.40
Account Coordinator	175	\$ 35.35	\$ 6,186.25
Creative Director	120	\$ 82.83	\$ 9,939.60
Art Director	175	\$ 76.77	\$ 13,434.75
Copywriter	175	\$ 58.59	\$ 10,253.25
A/R Manager	40	\$ 87.88	\$ 3,515.20
Bill Clerk	40	\$ 58.59	\$ 2,343.60
Clip Clerk	24	\$ 35.35	\$ 848.40
Proof Clerk	24	\$ 29.29	\$ 702.96
TOTAL LABOR COSTS - - - - -			\$ 84,202.11

MATERIAL COSTS	ESTIMATED	GSA RATE	TOTAL
	NO. OF ITEMS		
Stats	135	\$25.25	\$ 3,408.75
Long-distance Telephone	175	\$10.10	\$ 1,767.50
Federal Express	86	\$15.50	\$ 1,302.90
TOTAL MATERIAL COSTS - - - - -			\$ 6,479.15

SERVICES COSTS	ESTIMATED NO. OF ITEMS	TOTAL
Film (black/white)	10 ads	\$ 12,121.20
Color Film (One Ad)	30 ads	\$ 7,575.75
TOTAL SERVICES COSTS - - - - -		\$ 19,696.95

MEDIA COSTS		
Estimated 175 ads		\$199,999.80

TOTAL ESTIMATED COST FOR BASE YEAR - \$310,378.01

OPTION YEAR 1 - 02/01/02-01/31/03

DIRECT LABOR	ESTIMATED HOURS	GSA HOURLY RATE	TOTAL
Project Manager	120	\$111.11	\$ 13,333.20
Account Manager	350	\$ 47.47	\$ 16,614.50
Media Research Assistant	80	\$ 87.88	\$ 7,030.40
Account Coordinator	175	\$ 35.35	\$ 6,186.25
Creative Director	120	\$ 82.83	\$ 9,939.60
Art Director	175	\$ 76.77	\$ 13,434.75
Copywriter	175	\$ 58.59	\$ 10,253.25
A/R Manager	40	\$ 87.88	\$ 3,515.20
Bill Clerk	40	\$ 58.59	\$ 2,343.60
Clip Clerk	24	\$ 35.35	\$ 848.40
Proof Clerk	24	\$ 29.29	\$ 702.96
TOTAL LABOR COSTS - - - - -			\$ 84,202.11

MATERIAL COSTS	ESTIMATED NO. OF ITEMS	GSA RATE	TOTAL
Stats	135	\$25.25	\$ 3,408.75
Long-distance Telephone	175	\$10.10	\$ 1,767.50
Federal Express	86	\$15.50	\$ 1,302.90
TOTAL MATERIAL COSTS - - - - -			\$ 6,479.15

SERVICES COSTS	ESTIMATED NO. OF ITEMS	TOTAL
Film (black/white)	10 ads	\$ 12,121.20
Color Film (One Ad)	30 ads	\$ 7,575.75
TOTAL SERVICES COSTS - - - - -		\$ 19,696.95

MEDIA COSTS		
Estimated 175 ads		\$215,999.78

TOTAL ESTIMATED COST FOR OPTION YEAR 1- \$326,377.99

OPTION YEAR 2 - 2/1/03-1/31/04

DIRECT LABOR	ESTIMATED HOURS	GSA HOURLY RATE	TOTAL
Project Manager	120	\$111.11	\$ 13,333.20
Account Manager	350	\$ 47.47	\$ 16,614.50
Media Research Assistant	80	\$ 87.88	\$ 7,030.40
Account Coordinator	175	\$ 35.35	\$ 6,186.25
Creative Director	120	\$ 82.83	\$ 9,939.60
Art Director	175	\$ 76.77	\$ 13,434.75
Copywriter	175	\$ 58.59	\$ 10,253.25
A/R Manager	40	\$ 87.88	\$ 3,515.20
Bill Clerk	40	\$ 58.59	\$ 2,343.60
Clip Clerk	24	\$ 35.35	\$ 848.40
Proof Clerk	24	\$ 29.29	\$ 702.96
TOTAL LABOR COSTS - - - - -			\$ 84,202.11

MATERIAL COSTS	ESTIMATED NO. OF ITEMS	GSA RATE	TOTAL
Stats	135	\$25.25	\$ 3,408.75
Long-distance Telephone	175	\$10.10	\$ 1,767.50
Federal Express	86	\$15.50	\$ 1,302.90
TOTAL MATERIAL COSTS - - - - -			\$ 6,479.15

SERVICES COSTS	ESTIMATED NO. OF ITEMS	TOTAL
Film (black/white)	10 ads	\$ 12,121.20
Color Film (One Ad)	30 ads	\$ 7,575.75
TOTAL SERVICES COSTS - - - - -		\$ 19,696.95

MEDIA COSTS		
Estimated 175 ads		\$233,279.77

TOTAL ESTIMATED COST FOR OPTION YEAR 2 - \$343,657.98

OPTION YEAR 3 - 2/1/04-1/31/05

DIRECT LABOR	ESTIMATED HOURS	GSA HOURLY RATE	TOTAL
Project Manager	120	\$117.78	\$ 14,133.60
Account Manager	350	\$ 50.32	\$ 17,612.00
Media Research Assistant	80	\$ 93.15	\$ 7,452.00
Account Coordinator	175	\$ 37.47	\$ 6,557.25
Creative Director	120	\$ 87.80	\$ 10,536.00
Art Director	175	\$ 81.38	\$ 14,241.50
Copywriter	175	\$ 62.11	\$ 10,869.25
A/R Manager	40	\$ 93.15	\$ 3,726.00
Bill Clerk	40	\$ 62.11	\$ 2,484.40
Clip Clerk	24	\$ 37.47	\$ 899.28
Proof Clerk	24	\$ 31.05	\$ 745.20
TOTAL LABOR COSTS - - - - -			\$ 89,596.48

MATERIAL COSTS	ESTIMATED NO. OF ITEMS	GSA RATE	TOTAL
Stats	135	\$25.25	\$ 3,408.75
Long-distance Telephone	175	\$10.10	\$ 1,767.50
Federal Express	86	\$15.50	\$ 1,302.90
TOTAL MATERIAL COSTS - - - - -			\$ 6,479.15

SERVICES COSTS	ESTIMATED NO. OF ITEMS	TOTAL
Film (black/white)	10 ads	\$ 13,333.32
Color Film (One Ad)	30 ads	\$ 8,333.33
TOTAL SERVICES COSTS - - - - -		\$ 21,666.65

MEDIA COSTS		
Estimated 175 ads		\$251,941.93

TOTAL ESTIMATED COST FOR OPTION YEAR 3 - \$369,344.21

OPTION YEAR 4 - 2/1/05-1/31/06

DIRECT LABOR	ESTIMATED HOURS	GSA HOURLY RATE	TOTAL
Project Manager	120	\$117.78	\$ 14,133.60
Account Manager	350	\$ 50.32	\$ 17,612.00
Media Research Assistant	80	\$ 93.15	\$ 7,452.00
Account Coordinator	175	\$ 37.47	\$ 6,557.25
Creative Director	120	\$ 87.80	\$ 10,536.00
Art Director	175	\$ 81.38	\$ 14,241.50
Copywriter	175	\$ 62.11	\$ 10,869.25
A/R Manager	40	\$ 93.15	\$ 3,726.00
Bill Clerk	40	\$ 62.11	\$ 2,484.40
Clip Clerk	24	\$ 37.47	\$ 899.28
Proof Clerk	24	\$ 31.05	\$ 745.20
TOTAL LABOR COSTS - - - - -			\$ 89,596.48

MATERIAL COSTS	ESTIMATED NO. OF ITEMS	GSA RATE	TOTAL
Stats	135	\$25.25	\$ 3,408.75
Long-distance Telephone	175	\$10.10	\$ 1,767.50
Federal Express	86	\$15.50	\$ 1,302.90
TOTAL MATERIAL COSTS - - - - -			\$ 6,479.15

SERVICES COSTS	ESTIMATED NO. OF ITEMS	TOTAL
Film (black/white)	10 ads	\$ 13,333.32
Color Film (One Ad)	30 ads	\$ 8,333.33
TOTAL SERVICES COSTS - - - - -		\$ 21,666.65

MEDIA COSTS		
Estimated 175 ads		\$274,858.63

TOTAL ESTIMATED COST FOR OPTION YEAR 4 - \$392,260.91

A.4 COMPENSATION AND TASK ORDERS

A.4.1 Direct Labor Rates and Hours

Labor rates specified in the schedule shall not be subject to any adjustment on the basis of the Contractor's cost experience in performing the work specified. Those priced elements for labor contained in task orders executed under this delivery order are in accordance with the Contractor's GSA Federal Supply Schedule specified herein.

A.4.2 Advertising Materials and Services

a. The costs for the goods and services for the production of finished advertisements and collatera materials requested by NRC shall be quoted separately by the Contractor to NRC prior to the owrk being provided. Fee or profit shall not be paid on costs of advertising materials and services.

b. The term "collateral" used in the preceding paragraph and hereinafter refers to any advertising displays intended for other than mass media distribution including direct mail pieces, posters, brochures, and booklets.

A.4.3 Media

a. The cost for media shall be based upon the current rate charts for each advertiser to be used for placement of recruitment ads. It is recognized that unit prices print for print media may vary up or down from original estimates as rates are affected by volume discounts based on total NRC task orders, specified in the supplier's schedule of rates. The estimated cost for each task order is given to NRC by the Contractor before the work begins. If the cost is approved by NRC, a not-to-exceed ceiling amount will be determined by the Contracting Officer for the task order and the work will be placed by the Contractor with the specified advertiser. In instances where the actual price for an individual task order may result in a higher amount than quoted due to fewer pages of advertising from a publication than anticipated, NRC is to be notified immediately by the Contractor to request further approval from the Contracting Officer and to ensure careful cost control and monitoring is followed (reference Section A.6.6 Task Order Procedures).

A.4.4 Task Orders

Compensation is earned only through payment for labor, materials, media, and services as specified on task orders issued under the terms of this delivery order (reference Section A.6.5 for Task Order Form and Procedures).

A.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$310,378.01. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$175,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.6 STATEMENT OF WORK**A.6.1 BACKGROUND**

The Nuclear Regulatory Commission (NRC) recruits for the following hard-to-fill positions: Materials Engineers, Instrumentation and Control Engineers, and Reactor Inspectors. The NRC's EEO needs are met through the recruitment of high-caliber minority and women engineers. In addition, the NRC will continue to advertise for candidates for its graduate fellowship and coop programs. In order to obtain the best candidates for the Agency and to provide the NRC with a consistent, uniform advertising program, the NRC requires the services of one national, full-service, multiple-media contractor with previous experience in recruiting candidates in high-technology and nuclear-related fields.

A.6.2 SCOPE OF WORK

The Contractor shall provide facilities, personnel, and management in order to provide a comprehensive, creative recruitment advertising campaign, on behalf of the NRC, which will cover at a minimum: (a) newspapers, magazines, trade or professional journals and other printed media (including college newsletters, posters, etc.); (b) audiovisual and broadcast media; (c) photography, artwork, and design for recruitment display units and other promotional materials; (d) advertising on the Internet; and (e) other NRC-approved avenues for recruitment effort enhancement.

A.6.3 NRC ADVERTISING/RERPORT REQUIREMENTS AND CONTRACTOR RESPONSIBILITIES - BASIC

a. The NRC anticipates ordering the following advertisements on a yearly basis: 70 newspaper ads (varying in size depending on the type of position advertised); 50 trade publication ads; 30 ads targeted for minority, women,

and people who are physically challenged; 20 web-site ads; and 10 color ads. Other approved media could include promotional materials such as photographs, brochures, and pamphlets, of which NRC may require one or two a year. These are estimates and the NRC is not bound by these projections.

b. The Contractor shall be responsible for all creative work required under this delivery order. All creative work shall include, but not be limited to, creative conceptualization, design, writing, photography, and artwork production needed for the Contractor to place advertisements in all printed and other approved media.

c. The Contractor shall prepare and submit proof copies of all advertising designed to be placed in all media to the NRC Project Officer for approval. The NRC Project Officer will comment on or approve the proofs within five working days after receipt of the proofs from the Contractor.

d. The Contractor shall keep the NRC Project Officer apprised of all ad deadlines for relevant technical journals and indicate any special journals that may be of interest to the NRC.

e. The Contractor shall provide information on recruitment job fairs, which are applicable to NRC's needs for specialized personnel, held by various entities such as minority job fairs, college placement offices, professional organizations, and the like.

f. The Contractor may also be required to prepare the following reports: Status Report on Minority and Disabled Employee Recruitment Advertising; Advertising Options for NRC Recruitment Efforts; Cost Status on Ad Placements. Report descriptions and schedules are provided below.

g. Work under this delivery order will be initiated by the NRC through Task Orders. Reference task order procedures below.

A.6.4 NRC ADVERTISING REQUIREMENTS - OPTIONAL REQUIREMENTS

The NRC reserves the right to place ads using audiovisual or broadcast media. Audiovisual media may include, for example, computer-assisted animation, videotape, and photography. Broadcast media may include radio, television, and cable. In the event such requirements become necessary, the NRC will notify the Contractor of its intent to exercise this option in writing and will exercise the option by means of a modification to the delivery order. Any such additional work shall be within the scope of this delivery order.

A.6.5 NRC TASK ORDER FORM AND PROCEDURES

a. When the NRC desires the Contractor to provide services under this delivery order, the NRC Project Officer will submit a written Task Order with an identification number specifying the minimum service to be provided. Although the request for services by the NRC Project Officer will vary according to circumstances, it will be specific as to requirements while providing the Contractor latitude to exercise creativity and professional expertise. The Task Order form is described below and a sample of the form can be found at Attachment 2.

b. The Task Order form is divided into three parts as follows:

(1) Part I, prepared by the NRC Project Officer, describes the NRC-required ad or project, and includes the dates required for the Contractor to submit concepts, or proofs, or place the ad in the required media.

(2) Part II of the task order, prepared by the Contractor, provides the following:

i. Total labor costs broken down by types of employees to be utilized (per Schedule), number of hours required for each employee and total cost for labor using the labor rates contained in the Schedule.

ii. Itemized ceiling costs for materials, media, and other services.

iii. Delivery date projections as well as cost status information.

iv. The Contractor may include on a continuation sheet, a suggested description of the course or courses of performance to accomplish the desired product. This may include a listing of tasks to be performed with an interim and/or final completion date for each task.

(3) Task Order, Part III, contains a signature block for the NRC Project Officer for final approval of the Contractor's costs and delivery date projections and authorization for the Contractor to proceed with the requirement. It is understood and agreed that by requesting the Contractor to submit the information requested in Part II of the Task Order, the NRC is not obligated to issue a task order to the Contractor for performance of the project. The NRC Contracting Officer shall have the right at any time prior to the issuance of a task order to reject the Contractor's costs and require the submission of revised costs. The NRC Contracting Officer also has the right to require additional information or documentation from the Contractor concerning his ceiling costs.

A.6.6 TASK ORDER PROCEDURES

a. The Contractor shall perform only those services stated on the properly executed Task Orders. For the purposes of this delivery order, properly executed Task Orders are those approved in writing by the NRC Project Officer. Persons also authorized to approve Task Orders include the NRC Contracting Officer and the NRC Contract Specialist. Costs incurred for services provided against other than properly executed Task Orders will not be recognized by the NRC.

b. The Contractor shall not begin performance on any project until notified by the NRC Project Officer of issuance of a task order. This notification may be either by the Contractor's receipt of a written task order or by verbal notification by the NRC Project Officer followed by a confirmatory written task order.

c. Verbal notification to proceed may be used by the NRC Project Officer in order to meet time-sensitive deadlines for newspapers and trade publications or when criticality of the required project requires. Such verbal notification may be subject to completion of price agreement and will be based upon a not-to-exceed amount.

d. Payment will be based on the final task order price in accordance with schedule. No payment will be made to the Contractor in the absence of a final agreed-upon task order. Should the parties fail to reach agreement of terms for a task order, the NRC Contracting Officer shall issue a task order unilaterally.

e. One copy of the finalized Task Order shall be submitted to the NRC Contracting Officer.

A.6.7 QUALITY CONTROL

The Contractor shall ensure that the quality of all advertising products fully satisfies the requirements of the Statement of Work. In performing this delivery order, the Contractor shall:

(1) Be responsive to NRC needs for recruiting scarce, highly specialized personnel. This means that proposed advertising will be geared to appeal to a highly technical audience, primarily in nuclear-related areas;

(2) Include a tracking mechanism in print advertising that will enable NRC to measure the effectiveness of that advertising;

(3) Advise the Project Officer of successful trends in advertising that could apply to NRC's situation;

(4) Immediately correct any errors or other problems that may be determined through in-house quality control procedures or as determined by the Project Officer. Correction of errors shall be at no cost to the NRC. The Contractor shall not make any changes involving additional cost to the Government unless authorized by the Contracting Officer.

A.6.8 CONTRACTOR CORPORATE ORGANIZATION AND PERSONNEL

a. The Contractor shall be a national, full-service, multiple-media recruitment advertising organization with previous experience in recruiting for candidates in high-technology and nuclear-related fields.

b. The Contractor personnel assigned to this contract shall have demonstrated experience in recruitment advertising with specialized experience in high-technology and nuclear-related fields. The Contractor's personnel also shall be fully capable of performing all creative work needed to produce recruitment materials and concepts and to place the advertising in the proper media.

c. The Contractor's designated Project Manager and backup Project Manager shall be considered key persons. The Project Manager and backup shall be fully experienced in recruiting personnel in the areas of high technology engineering in nuclear-related areas.

A.6.9 TRAVEL

a. The Contractor shall be required to meet one time with the NRC Project Officer and the NRC Contracting Officer to discuss the technical and contract administration issues at the beginning of the contract period of performance. This travel shall be at no cost to the NRC.

- b. Travel may be required as a result of the NRC's optional requirements and will be negotiated at that time.
- c. All domestic travel requires the prior approval of the NRC Project Officer.
- d. The Contractor shall not make any changes involving additional cost to the Government unless authorized by the Contracting Officer.

A.6.10 REPORT DESCRIPTION AND SCHEDULE

- a. Quarterly Status Report on Minority and Disabled Employees Recruitment Advertising. This report shall indicate the minority and disabled target publications in which NRC advertised during the previous quarter indicating the specific category.
- b. Semiannual Advertising Options for NRC Recruitment Efforts. This report shall list recommended journals and newsletters (particularly those of interest to the NRC) with issue dates, advertising submittal dates, and the Contractor's estimated advertising costs for those publications.
- c. Quarterly Cost Status on Ad Placement. The Contractor shall use a cost and item tracking mechanism that shall produce printed status reports on a monthly basis or more frequently as the NRC requires. The tracking system shall be updated and current at all times so that the status information may be retrieved daily for the NRC should the need arise. The fields of the tracking system shall include, but not be limited to, the following:
 - i. Name of magazines, journal, or other medium
 - ii. The size and rate per chosen size
 - iii. Placement schedules (date due and date placed)
 - iv. Cost summaries (including cumulative costs and remaining balance)

A.7 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from February 1, 2001 through January 31, 2002. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. The term of this delivery order may be extended at the option of the Government for three additional twelve month option periods.

A.8 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST JAN 1993

A.9 Other Applicable Clauses

[X] See Addendum for the following in full text (if checked)

[X] 52.216-18, Ordering

[X] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[X] 52.217-8, Option to Extend Services

[X] 52.217-9, Option to Extend the Term of the Contract

A.10 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the

payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 1. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.11 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

CONTINUATION PAGE

A.12 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of this delivery order through the end of the effective period..

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

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

A.13 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of GSA Maximum Order Limitation;

(2) Any order for a combination of items in excess of GSA Maximum Order Limitation;

(3) A series of orders from the same ordering office within 5 working days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in

paragraph (b), unless that order (or orders) is returned to the ordering office within five working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**A.14 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(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, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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. If the contracting officer 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.

**A.16 2052.227-70 DRAWINGS, DESIGNS, SPECIFICATIONS,
AND OTHER DATA (JAN 1993)**

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times.

Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are 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 must, subject to the right of the contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the contractor as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

**A.17 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1
(OCT 1999)**

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name: Henry Rubin

Address: U.S. Nuclear Regulatory Commission
Office of Human Resources
Mail Stop O-3 E17A
Washington, DC 20555

Telephone Number: 301-415-1374

(b) The project officer shall:

(1) Place task orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

GS-23F-0079J

DR-01-0153

LIST OF ATTACHMENTS

ATTACHMENT 1	Electronic Funds Transfer Addenda
ATTACHMENT 2	Sample NRC Task Order Form
ATTACHMENT 3	ACH Vendor Enrollment Form
ATTACHMENT 4	Billing Instructions

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 position are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234***Includes Interest of \$25.00 at 12% for 6 days\00019876543**

where, *RMT* is ANSI Segment Identifier Code for Remittance Advice
 ** separates the data elements; multiple ** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^ terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, *CR* is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, *CT* is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, *12345* represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, *43265* represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted *YYMMDD*

TASK ORDER

PART I [prepared by NRC Project Officer]

Task Order #: _____

Date: _____

Requested by: Henry A. Rubin

Ads to be placed:

<u>ID No.</u>	<u>Publication Name</u>	<u>Pub. Type</u>	<u>Ad Date</u>	<u>Ad Size</u>	<u>Media Est.</u>	<u>Description</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Special Projects (includes brochures, pamphlets, displays, video/broadcast, and other media):

<u>ID No.</u>	<u>Job Type</u>	<u>Concept Date</u>	<u>Proof Date</u>	<u>Date Due</u>	<u>Description</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**PART II [prepared by NRC Project Officer]
Production Labor**

Labor Category		(1)	X	(2)	=	(3)
<u>ID No.</u>	<u>Employee Type)</u>	<u>Cost/ Hour</u>		<u>No. of Hours</u>		<u>Labor Cost</u>
_____	<u>Art Director</u>	\$ _____		_____		_____
_____	<u>Copywriter</u>	\$ _____		_____		_____
_____	<u>Creative Director</u>	\$ _____		_____		_____
_____	<u>Project Manager</u>	\$ _____		_____		_____

TOTAL IN-HOUSE LABOR COSTS = \$ _____

Advertising Materials, Media, Services, Costs

	(1)	x	(2)	+	(3)	= (4)
<u>Material(s)</u>	<u>Cost</u>	<u>Number</u>	<u>Ceiling Cost</u>	<u>Other Services</u>	<u>Ceiling Cost</u>	<u>Sub- Total</u>
<u>Stats</u>	\$ _____	_____	_____	_____	_____	_____
<u>Typography</u>	\$ _____	_____	_____	_____	_____	_____
<u>Long-Dist. Tel.</u>	\$ _____	_____	_____	_____	_____	_____
<u>Federal Express</u>	\$ _____	_____	_____	_____	_____	_____
<u>Film</u>	\$ _____	_____	_____	_____	_____	_____

TOTAL OTHER COSTS = \$ _____

PART III

Task Order Est. Totals Summary:

Media	\$ _____
Production Labor	\$ _____
Materials & Services	\$ _____
TOTAL EST. TASK ORDER COSTS	\$ _____

Contract Cost Summary (See Attachment A)

AUTHORIZATION TO PROCEED

Authorization is provided to the Contractor to proceed in performance of the NRC requirement described in Parts I and II of the Task Order at the Total Estimated Costs proposed in each Part.

NRC CONTRACTING OFFICER

DATE

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

CCD+ CTX CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

CHECKING SAVINGS LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

1. **Agency Information Section** -- Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** -- Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** -- Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of Information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

(MARCH 1996)
Page 1 of 3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-- Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3)

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.