

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: \_\_\_\_\_ PAGE OF PAGES: 1 | 4

2. AMENDMENT/MODIFICATION NO. Seven (7)	3. EFFECTIVE DATE SEP 26 1990	4. REQUISITION/PURCHASE REQ. NO. IRM-89-131 dtd 8/14/90 & 9/26/90	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555		7. ADMINISTERED BY (if other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PRIME: U.S. Small Business Administration 1111 18th Street, N.W., 6th Floor Washington, D.C. 20036  SUB: Dynamic Concepts, Inc. 2176 Wisconsin Avenue, N.W. Washington, D.C. 20555	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-39-89-131
	10B. DATED (SEE ITEM 13) 10/3/88

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 APPN No.: 31X0200.010 B&R No.: 010-20-66-120 FIN No.: D1936-0 Obligate: \_\_\_\_\_

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

(W) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  D. OTHER (Specify type of modification and authority): X Section I.3, Option to Extend Term of the Contract--Services, FAR Clause 42.217-9
--

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

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

See attached pages

15A. NAME AND TITLE OF SIGNER (Type or print) Sharon Bell	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon Bell
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 9/26/90
BY <i>Sharon Bell</i> (Signature of Contracting Officer)	

9010020225 900926  
 PDR CONTR  
 NRC-39-89-131 PNU

The purpose of this modification is to: (1) exercise Option Year 2 in accordance with Section I.3, (2) adjust the firm fixed price for Option Year 2 of the contract to reflect a rate increase for the driver/messenger, and (3) incorporate the new wage determinations. Accordingly, the contract is hereby modified as follows:

1. The amount shown in Block 15G of SF26 is revised to read "\$490,036.06."
2. Section B.2, Consideration and Obligation - Firm Fixed Price, is revised to read as follows:

"The firm fixed price of the contract is \$490,036.06. Payment will be made upon completion/delivery and acceptance of all required products/services."

3. Under Section B.3, "Option," the firm fixed price for Option Year 2 is increased by \$420.53 from \$164,101.85 to \$490,036.06 due to the increase for the driver/messenger. Therefore, the firm fixed price for Option Year 2 is revised to read as follows:

"Fixed Price for Option Year 2:	\$164,101.85
Rate Increase:	\$ 420.53
Total Cost for Fixed Price Option Year 2:	\$164,522.38"

4. Section F.2, "Duration of Contract Period (MAR 1987) Alternate II (MAR 1987), is revised to read as follows:

"This contract shall commence on October 3, 1988 and will expire on October 2, 1991."

5. Section H.6, Determination of Minimum Wages and Fringe Benefits, is revised to read as follows:

"Each employee of the contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 86-1259 (Rev. 6) dated 8/8/89 which is attached (see Section J for List of Attachments)."

6. Section J.1, "Attachments" is revised to change attachment no. 10 to read as shown below:

"10 Wage Determination 86-1259 (Rev. 6), 8/8/89."

All other terms and conditions of the subject contract remain unchanged.

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

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area <u>4</u> /	
Wage determination number: 86-1259 (Rev. 6)		Date: AUG - 8 1989

*Alan L. Moss*  
 Alan L. Moss  
 Director

Division of  
 Wage Determinations


Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Administrative Support and clerical occupations:

1. Secretary V	\$14.53
2. Secretary IV	12.19
3. Secretary III	11.42
4. Secretary II	10.36
5. Secretary I	9.48
6. Stenographer II	11.66
7. Stenographer I	10.40
8. Transcribing-machine typist	10.27
9. Typist II	8.74
10. Typist I	7.80
11. File clerk III	9.31
12. File clerk II	7.01
13. File clerk I	6.68
14. Messenger	7.47
15. Switchboard operator-receptionist	8.05
16. Order clerk II	8.86
17. Order clerk I	8.01
18. Accounting clerk IV	10.85
19. Accounting clerk III	9.22
20. Accounting clerk II	8.22
21. Accounting clerk I	6.85
22. Payroll clerk	8.67

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

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

  
 Alan L. Moss  
 Director

Division of  
 Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia
	Area: Washington DC Metropolitan Area 4/
Wage determination number: 86-1259 (Rev. 6)	
Date: AU	

Class of service employee	Minimum hourly wage	Fringe benefit payments		
		Health & Welfare	Vacation	Holiday

23. Word processor II	\$10.50			
24. Word processor I	8.85			
25. Dispatcher, motor vehicle	9.50			
26. Inventory clerk	6.48			
27. Supply Clerk	8.58			
28. Supply Technician	9.50			
29. Mail clerk	6.68			
30. Registered Industrial Nurse	12.48			
31. Test Proctor	6.68			
32. Typist-File Clerk	8.25			
33. Driver, Messenger	8.25			
34. Travel Clerk	7.04			
35. Travel Assistant	9.75			

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

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

*Alan L. Moss*  
 Alan L. Moss  
 Director

Division of  
 Wage Determinations

LOCALITY	State:	District of Columbia-Maryland-Virginia	DC-MD-VA
	Area:	Washington DC Metropolitan Area <u>4/</u>	

Wage determination number: 86-1259 (Rev. 6) Date: AUG - 8 1989

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:

1/                      2/                      3/

1/ \$5.59 an hour or \$23.60 a week or \$102.26 a month.

2/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 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.)

3/ 10 paid holidays per year: New Year's Day, Martin Luther King 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.)

4/ DC: Washington (001)  
 MD: Counties of Calvert (009), Charles (017), Frederick (021), Montgomery (031), Prince George's (033) and St. Mary's (037)  
 VA: Counties of Arlington (013), Fairfax (059), Fauquier (061), King George (099), Loudoun (107), Prince William (153), and Stafford (179). Independent Cities of Alexandria (201), Fairfax (267) and Falls Church (217).

Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 a week (or 67 cents a day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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 conforming 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 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 an 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).

NOTE: The definitions of the occupations set forth herein are contained in the SCA Directory of Occupations. Information may be obtained by contacting the: Administrator of Wage and Hour, U. S. Department of Labor, Washington, D. C. 20216.

TRIPARTITE AGREEMENT

Signature Page

SUBCONTRACTOR:

Dynamic Concepts, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PRIME CONTRACTOR:

U.S. Small Business Administration

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROCURING OFFICE:

U.S. Nuclear Regulatory Commission

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Sharon Bell

Title: Contracting Officer