

OMB No.

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   6
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-33-94-176	3. EFFECTIVE DATE FEBRUARY 15, 1994	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RS-IRM-94-176	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Branch No. 1 Mail Stop P-1020 Washington, D.C. 20555	CODE	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Washington, D.C. 20555 Mail Stop P-902 Washington, D.C. 20555	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code)  Mid-Atlantic Microfilm Services, Inc. 4600 Duke Street Suite 306 Alexandria, Virginia 22304	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT 1%
	10. SUBMIT INVOICES TO (4 copies unless otherwise specified) THE ADDRESS SHOWN IN: ITEM 6

11. SHIP TO/MARK FOR See Article F.3.B.	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM MNRB Mail Stop 11104 Washington, D.C. 20555
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13. THIS ACQUISITION WAS: A. ADVERTISED B. NEGOTIATED PURSUANT TO:  <input type="checkbox"/> 10 USC 2304(c)( ) <input type="checkbox"/> 41 USC 253(c)( )	14. ACCOUNTING AND APPROPRIATION DATA Appn 31X0200.410 BOC 2430 Job Code D-1910 B&R 410-20-615-800 OBLIGATED AMOUNT: \$10,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<p>The U.S. Nuclear Regulatory Commission hereby accepts Mid-Atlantic Microfilm Services' bid dated November 12, 1993, which is incorporated herein by reference, to perform the work in accordance with Solicitation No. IRM-94-176, which is attached and made a part of this contract. This is a fixed price requirements type contract.</p>					

15G. TOTAL AMOUNT OF CONTRACT > \$ 23,387.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to 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 consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>RS-IRM-94-176</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (type or print)	20A. NAME OF CONTRACTING OFFICER  Elois J. Wiggins Contracting Officer
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED  11/30/93
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This contract is completed as follows:

1. Section B, Article B.3 through B.6, is hereby completed as follows:

B.3 SUPPLIES OR SERVICES AND PRICES COSTS

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1994 (effective date of contract).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	3,400,000	EA.	\$N/C	\$ N/C
Original Fiche 48X	20,000	EA.	\$.64	\$12,800.00
Duplicate Fiche 48X (Diaz)	200,000	EA.	\$.049	\$ 9,800.00
Original 16 MM Film Frames 24X	40,000	EA.	\$.0070	\$ 280.00
Duplicate 16 MM Film Frames 24X	40,000	EA.	\$.0030	\$ 120.00
3M Cartridges	60	EA.	\$1.25	\$ 75.00
Form Slides 16MM Form Slides	1	EA.	\$N/C	\$ N/C
Form Slides Statement Form Slide	1	EA.	\$N/C	\$ N/C
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	104	EA.	\$3.00	\$ 312.00

TOTAL TWO-YEAR BID AMOUNT: \$23,387.00

B.4 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR ONE

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1996 (effective date of the option year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$N/C	\$ N/C
Original Fiche 48X	10,000	EA.	\$.65	\$ 6,500.00
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$.054	\$ 5,400.00
Original 16 MM Film Frames 24X	20,000	EA.	\$.0070	\$ 140.00
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$.0030	\$ 60.00
3M Cartridges	30	EA.	\$1.25	\$ 37.50
Form Slides 16MM Form Slides	1	EA.	\$N/C	\$ N/C
Form Slides Statement Form Slide	1	EA.	\$N/C	\$ N/C
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$3.00	\$ 156.00

TOTAL OPTION YEAR ONE BID AMOUNT: \$12,293.50

B.5 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR TWO

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1997 (effective date of the option year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$N/C	\$ N/C
Original Fiche 48X	10,000	EA.	\$.67	\$ 6,700.00
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$.055	\$ 5,500.00
Original 16 MM Film Frames 24X	20,000	EA.	\$.0070	\$ 140.00
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$.0030	\$ 60.00
3M Cartridges	30	EA.	\$1.25	\$ 37.50
Form Slides 16MM Form Slides	1	EA.	\$N/C	\$ N/C
Form Slides Statement Form Slide	1	EA.	\$N/C	\$ N/C
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$3.00	\$ 156.00

TOTAL OPTION YEAR TWO BID AMOUNT: \$12,593.50

B.6 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR THREE

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1997 (effective date of the option year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$N/C	\$ N/C
Original Fiche 48X	10,000	EA.	\$ .69	\$ 6,900.00
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$ .055	\$ 5,500.00
Original 16 MM Film Frames 24X	20,000	EA.	\$ .0070	\$ 140.00
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$ .0030	\$ 60.00
3M Cartridges	30	EA.	\$1.25	\$ 37.50
Form Slides 16MM Form Slides	1	EA.	\$N/C	\$ N/C
Form Slides Statement Form Slide	1	EA.	\$N/C	\$ N/C
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$3.00	\$ 156.00

TOTAL OPTION YEAR THREE BID AMOUNT: \$12,793.50

Note: Form slides will be provided by the NRC as Government Furnished Property. However, if the slides do not conform to the Contractor's equipment, the Contractor shall be responsible for providing the required form slides.)

2. Section B, Article B.7 is hereby completed as follows:

"(a) \$23,387.00"

(b) \$10,000.00"

3. Section F, Article F.2 is hereby completed as follows:

"F.2 Duration of Contract Period

The ordering period for this contract shall commence on 02/15/94 and will expire on 02/14/96. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering). The term of this contract may be extended at the option of the Government for an additional 3 one-year option periods."

4. Section F, Article F.3 the following "Note" is hereby added:

"Note: It is anticipated that NRC employees will relocate to the White Flint location in April 1994. At such time, a modification to the contract will be issued by the NRC Contracting Officer to delete all locations whereby pickup and delivery will no longer be required."

5. Section G, Article G.1 is hereby completed as follows:

"(a) Tremaine Donnell  
U.S. Nuclear Regulatory Commission  
IRM/DSSS, Mail Stop P1-22  
Washington, D.C. 20555  
(301) 504-2094"

6. Section G, Article G.2 is hereby completed as follows:

"Frank Johnson  
Clara Covington"

7. Section H, Article H.2 is hereby amended to incorporate the Wage Determination (See Section J, Attachment 2).

All other terms and conditions remain unchanged.

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-IRM-94-176	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)
5. DATE ISSUED	6. REQUISITION/PURCHASE REQ. NO. RS-IRM-94-176	
7. ISSUED BY            CODE ATTN: RS-IRM-94-176 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Branch 1	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Hand-carried offers (i.e., Express Mail & delivery services) must be delivered to Item 9 address	

NOTE: In sealed bid solicitations, "offer"/"offeror" mean "bid"/"bidder".

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on \_\_\_\_\_. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 4:15 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the mail room. All offerors should allow extra time for internal mail distribution.

Offerors should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 17, "Sealed Bid Label," on the outside wrapper.

CAUTION - LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS. SEE SECTION L. PROVISION NO. 52.214-7 OR 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation. (See the Provision in Section L, "Proposal Presentation and Format").

10. FOR INFORMATION CALL:	A. NAME: Brenda J. DuBose	B. TELEPHONE NO. (Include Area Code (NO COLLECT CALLS) (301) 492-7442
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ 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
_____ %	_____ %	_____ %	_____ %

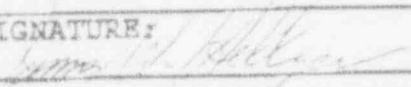
14. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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SOLICITATION, OFFER AND AWARD  
OFFER (CONTINUED)

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15A. NAME AND ADDRESS OF OFFEROR	CODE _____ FACILITY _____ Mid-Atlantic Microfilm Services, Inc. 4600 Duke Street, Suite #306 Alexandria, Virginia 22304		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  James W. Hellyer/ President
15B. TELEPHONE NO. (Include Area Code)  703-212-8506	15C. CHECK IF REMITTANCE ADDRESS IS [ ] DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		
17. SIGNATURE: 	18. OFFER DATE:  November 11th, 1993		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] [ ] 41 U.S.C. 253(c) [ ]			
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM  7c copies unless otherwise	
24. ADMINISTERED BY (If other than Item 7) CODE _____	25. PAYMENT WILL BE MADE BY CODE _____ U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM MNEB Mail Stop 11104 Washington, D.C. 20555		
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE	

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

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA  
FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Computer Output Microfilm Services (COM)

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The Contractor shall furnish all facilities, equipment, materials, labor, including the necessary travel and transportation for pick-up and delivery, and otherwise perform all tasks necessary for or incidental to the performance of computer output microfilm production.

(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 contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

B.3 SUPPLIES OR SERVICES AND PRICES COSTS - BASE YEARS

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1994 (effective date of contract).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	3,400,000	EA.	\$ _____	\$ _____
Original Fiche 48X	20,000	EA.	\$ _____	\$ _____
Duplicate Fiche 48X (Diazo)	200,000	EA.	\$ _____	\$ _____
Original 16 MM Film Frames 24X	40,000	EA.	\$ _____	\$ _____

## B.3 (Continued)

Duplicate 16 MM Film Frames 24X	40,000	EA.	\$ _____	\$ _____
3M Cartridges	60	EA.	\$ _____	\$ _____
Form Slides 16MM Form Slides	1	EA.	\$ _____	\$ _____
Form Slides Statement Form Slide	1	EA.	\$ _____	\$ _____
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	104	EA.	\$ _____	\$ _____

TOTAL TWO-YEAR BID AMOUNT: \$ \_\_\_\_\_

## B.4 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR ONE

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1996 (effective date of the option year). year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$ _____	\$ _____
Original Fiche 48X	10,000	EA.	\$ _____	\$ _____
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$ _____	\$ _____
Original 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
3M Cartridges	30	EA.	\$ _____	\$ _____
Form Slides 16MM Form Slides	1	EA.	\$ _____	\$ _____
Form Slides Statement Form Slide	1	EA.	\$ _____	\$ _____

B.4 (Continued)

Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$ _____	\$ _____
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TOTAL OPTION YEAR ONE BID AMOUNT: \$ \_\_\_\_\_

B.5 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR TWO

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1997 (effective date of the option year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$ _____	\$ _____
Original Fiche 48X	10,000	EA.	\$ _____	\$ _____
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$ _____	\$ _____
Original 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
3M Cartridges	30	EA.	\$ _____	\$ _____
Form Slides 16MM Form Slides	1	EA.	\$ _____	\$ _____
Form Slides Statement Form Slide	1	EA.	\$ _____	\$ _____
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$ _____	\$ _____

TOTAL OPTION YEAR TWO BID AMOUNT: \$ \_\_\_\_\_

## B.6 SUPPLIES OR SERVICES AND PRICES COSTS - OPTION YEAR THREE

Offeror's line item prices shall reflect those prices which will be in effect as of February 15, 1998 (effective date of the option year).

SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Original Frames 48X	1,700,000	EA.	\$ _____	\$ _____
Original Fiche 48X	10,000	EA.	\$ _____	\$ _____
Duplicate Fiche 48X (Diazo)	100,000	EA.	\$ _____	\$ _____
Original 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
Duplicate 16 MM Film Frames 24X	20,000	EA.	\$ _____	\$ _____
3M Cartridges	30	EA.	\$ _____	\$ _____
Form Slides 16MM Form Slides	1	EA.	\$ _____	\$ _____
Form Slides Statement Form Slide	1	EA.	\$ _____	\$ _____
Pickup and Delivery Services (Pickup and delivery services shall be within 8 hours after receipt of telephonic request for services from the NRC Project Officer.)	52	EA.	\$ _____	\$ _____

TOTAL OPTION YEAR THREE BID AMOUNT: \$ \_\_\_\_\_

Note: Form slides will be provided by the NRC as Government Furnished Property. However, if the slides do not conform to the Contractor's equipment, the Contractor shall be responsible for providing the slides.)

[End of Clause]



B.7 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 \_\_\_\_\*\_\_\_\_. 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 \_\_\_\_\*\_\_\_\_. 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.

[End of Clause]

\*To be incorporated into any resultant contract

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK

## C.1.1. OBJECTIVE

The purpose of this project is to provide Computer Output Microfilm (COM) services for the NRC. The following reports are currently generated on COM:

1. Payroll Reports - The payroll systems generates approximately 120 separate reports each pay period. Ten copies of these reports are produced in COM and are used by the payroll clerks.
2. Payroll Quarterly Reports - The payroll system also generates summary quarterly reports and end of year reports.
3. Accounting Reports - Monthly reports are generated from the Federal Finance System (FFS).
4. ACRS Reports - ACRS generates semi-annual document index reports. These reports are placed on 16MM film and loaded in 3M film cartridges.

The Contractor will be furnished with computer tapes for processing throughout the performance of this contract. The Contractor will be furnished available form slides throughout the performance of this contract. The Contractor shall process the tapes and form slides to provide an end product as outlined in the Scope of Work.

## C.1.2 SCOPE OF WORK

The Contractor shall furnish all facilities, equipment, materials, labor, including the necessary travel and transportation for pick up and delivery, and otherwise perform all tasks necessary for or incidental to the performance and provision of computer output microfilm production. The Contractor shall be required to meet the following specifications in the setup and production of Payroll, Accounting and ACRS microforms.

- a. The output will be either 16mm film in 3M type cartridges or 105mm microfiche. The 16mm film shall be in a cine format.
- b. Master microforms and any duplicates shall be negative appearing (Black Diazo), and have eye readable dark alpha numeric in a clerk header area.

## C.1 (Continued)

- c. All title information and indices shall be drawn from the text.
- d. The reduction ratio shall be 24X or 48X, as required.
- e. The Contractor shall provide form slides as necessary.
- f. All COM produced microfiche shall meet the ANSI MS5-1992 standards.

## C.1.3. ORDERING

- a. The Contracting Officer, Contract Administrator, Project Officer or Alternate Project Officer, may at any time during the performance of this contract, issue orders for the services required herein. The Contractor shall be obligated to perform the services specified in each job order issued hereunder during the term of this contract.
- b. The Government shall not be held liable for costs incurred by the Contractor as a result of orders accepted from unauthorized individuals.
- c. Individual job orders for services required hereunder shall be issued in writing and shall be signed by either the Project Officer or the Alternate Project Officer, dated and numbered. The Contractor shall be informed by telephone of the need to pickup job orders and shall pickup the work to be performed within eight (8) hours of the telephone notification. The written job orders shall contain:
  - (1) Description of the required services, including processing instructions and reduction ratio.
  - (2) Quantities to be furnished.
  - (3) Required date of delivery/turnaround time.
  - (4) Place of pickup and delivery.
- d. All authorized requests for services issued are subject to the terms and conditions of this contract.
- e. Packing and Marking of all work delivered under this contract shall be in accordance with the Packaging and Marking clause in Section D.
- f. Inspection and acceptance of all work shall be in accordance with the Inspection and Acceptance clause in Section E.

## C.1 (Continued)

- g. Pickup and delivery of all work shall be in accordance with the Pickup and Delivery Clause specified in Section F.
- h. The estimated quantities may vary from the actual quantities which may be required. Quantities will depend entirely upon the Government's requirements. The Government will be obligated to pay for only the work actually ordered and satisfactorily performed at the rates specified. If the requirements fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustments. If the requirements exceed the estimated quantities, additional funds will be provided by unilateral modification to the contract at the rates specified in Section B.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

In addition to the above, the Contractor shall place the report for the designated office in a separate envelope.

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more 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

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992

[End of Clause]

## E.2 INSPECTION AND ACCEPTANCE

- a. Completed work will be inspected by the NRC Project Officer or Alternate Project Officer at NRC's facilities in Bethesda, Maryland. The NRC shall determine if the quality of work meets the ANSI standards. Work not in accordance with the specifications, or of unacceptable quality, shall cause the job to be rejected and reported to the Contractor, who shall have no additional cost or obligation to the Government, pick up the rejected work within eight (8) working hours of notification, make the necessary corrections, or re-do the work, and return the corrected or redone work along with the rejection notice within twenty-four (24) hours of receipt of the rejected work.
- b. Delivery of completed work and acknowledgement of receipt thereof does not constitute acceptance. Acceptance must be specifically noted by the Project Officer or Alternate Project Officer on the work order within seven (7) calendar days.

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more 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

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on \_\_\_\*\_\_\_ and will expire on \_\_\_\*\_\_\_. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional \_\_\_\*\_\_\_.

[End of Clause]

## F.3 PICKUP AND DELIVERY

## F.3.1. DEFINITION

For purposes of this contract, "turnaround" time is defined as the period from time of pickup of the computer tapes to the delivery time specified on each job order for the completed microfilm and/or microfiche.

## F.3.2. LOCATIONS

Pickup and delivery may be required at any of the following locations:

- (a) NRC - Maryland National Bank Building  
7735 Old Georgetown Road  
Bethesda, MD
- (b) NRC - Phillips Building  
7920 Norfolk Avenue

## F.3 (Continued)

Bethesda, MD

- (c) NRC - White Flint Building  
11555 Rockville Pike  
Rockville, MD
- (d) NIH - Building 12, Room 1100  
Rockville, MD

Note: It is anticipated that NRC employees will relocate to the White Flint location in April 1994. At such time, a modification to the contract will be issued by the NRC Contracting Officer to delete all locations whereby pickup and delivery will no longer be required.

F.3.3. The contractor shall ensure that an individual in his employ is available to accept telephone orders from the NRC Project Officer or Alternate NRC Project Officer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays observed by the Federal Government. Pickup and/or delivery services may be required on a daily basis (Monday through Friday) at the direction of the NRC Project Officer. All pickups and deliveries must be accomplished between the hours of 8:00 a.m. and 5:00 p.m. The contractor shall be required to pickup the tapes for processing within eight (8) hours after notification from the NRC Project Officer or Alternate NRC Project Officer.

F.3.4. The contractor shall have a turnaround time of twenty-four (24) hours after receipt of tapes for the production of the payroll reports and a turnaround time of seventy-two (72) hours after receipt of tapes for the production of all other reports.

F.3.5. The contractor shall notify NRC within eight (8) hours of pickup of tapes of problems encountered with any job order placed. The NRC will provide the contractor with replacement tapes after notification by the contractor.

F.3.6. The materials and work order form that describes the job name, number, tape numbers, and the number of duplicates is completed by the NRC Project Officer or Alternate NRC Project Officer. The work order form shall be signed and dated by the contractor representative at the time the job is picked up. Each job returned after completion, must include the work order form that accompanied the material when it was picked up. The work order form shall be completed to reflect the frame count (original and duplicates), the date the job was delivered and any other pertinent data required by the NRC Project Officer or Alternate NRC Project Officer. The documents returned by the contractor will be compared with the records and verified before final acceptance of the



**F.3 (Continued)**

completed job by the Project Officer or Alternate NRC Project Officer.

**F.3.7. TIME OF DELIVERY**

All deliveries shall be performed in accordance with the directions contained in Section F.3.3. and predicated upon the requirements of the particular job order.

**F.3.8 PLACE OF DELIVERY**

The place of delivery is predicated upon the requirements of the particular job order, but will be consistent with the locations specified in Section F.3.2.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

\_\_\_\_\_\*\_\_\_\_\_  
\_\_\_\_\_\*\_\_\_\_\_

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

G.2 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below:

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

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (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 apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego 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 under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any 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 before the execution of such contractual arrangement.
  - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

## H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
- (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
  - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
  - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
  - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(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 48 CFR 2009.570-2.
- (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 must 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 if termination is in the best interest of the government.
- (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad

## H.1 (Continued)

spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

## H.1 (Continued)

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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or

## H.1 (Continued)

specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS  
(NOV 1989)

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 the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

[End of Clause]

## H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

- (a) The NRC will provide the contractor with the following items for use under this contract:

The Contractor will be provided with computer tapes and form slides throughout the performance of this contract. The tape sets currently exist in the following format:

1. 133 Character print image record
  2. Physical print position 1 is carriage control character
  3. 132 Characters per print line
  4. ACS carriage control characters
  5. Standard Data General/IBM labels
  6. EBCDIC or ASCII character set
  7. Block size 133 or 6550 characters
  8. Record size 133 characters
  9. 9 Tract 1600 or 6250 format
  10. Multiple files per reel
  11. Multiple reels per job
  12. Report sequences is variable with each submittal
- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is

## H.3 (Continued)

subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

[End of Clause]

H.4 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS  
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]



## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more 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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	JAN 1986
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	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	MAR 1986
52.222-26	ACT - OVERTIME COMPENSATION	APR 1984
52.222-35	EQUAL OPPORTUNITY	APR 1984
	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-19	EUROPEAN COMMUNITY SANCTION FOR SERVICES	MAY 1993
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	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS Alternate I (APR 1984)	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	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
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.1 (Continued)

NUMBER	TITLE	DATE
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[End of Clause]

## I.2 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 15, 1994 through February 14, 1996.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

## I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

## I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one unit, 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--

## I.4 (Continued)

- (1) Any order for a single item in excess of one unit;
  - (2) Any order for a combination of items in excess of one unit; or
  - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (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 5 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.

[End of Clause]

## I.5 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

## I.5 (Continued)

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 February 14, 1996.

[End of Clause]

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

## I.6 (Continued)

Employee class	Monetary Wage-Fringe Benefits
Computer Specialist	\$13.00
Micrographics Specialist	\$12.00

[End of Clause]

## I.7 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

- (a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 days calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
  - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under

## I.7 (Continued)

this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued Performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; PROVIDED, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 days calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
  - (2) Countermand any communication regarded as a change;
  - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode

## I.7 (Continued)

of further performance; or

- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

- (e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]



PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	Wage Determination

12/17/91

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 US 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:

US Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch, P-902  
Washington, DC 20555

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.

US 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 and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 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 strikeouts). 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. Project Officer's name and mail stop as designated in the contract.
5. 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.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attached prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
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 US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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: New Jersey, Pennsylvania			
	Area: NJ COUNTIES: BURLINGTON, CAMDEN GLOUCESTER, PA COUNTIES: BUCKS, CHESTER DELAWARE, LEHIGH, MONTGOMERY, NORTHAMPTON PHILADELPHIA			
Wage Determination No.: 86-0450 (Rev. 19) Date: 09/13/1993				
Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments		
		Health & Welfare	Vacation	Holiday

Administrative Support and Clerical Occupations:

1. Accounting Clerk I	\$ 8.19
2. Accounting Clerk II	\$ 9.44
3. Accounting Clerk III	\$ 10.52
4. Accounting Clerk IV	\$ 11.65
5. Dispatcher, Motor Vehicle	\$ 9.84
6. Driver Messenger	\$ 9.36
7. File Clerk I	\$ 6.31
8. File Clerk II	\$ 6.55
9. File Clerk III	\$ 9.05
10. Audiovisual Services Clerk (Film/Tape Librarian)	\$ 8.97
11. Inventory Clerk	\$ 9.11
12. Messenger	\$ 7.36
13. Order Clerk I	\$ 8.89
14. Order Clerk II	\$ 11.09
15. Payroll Clerk	\$ 10.21
16. Production Control Clerk	\$ 11.65
17. Receptionist	\$ 8.75
18. Secretary I	\$ 10.42
19. Secretary II	\$ 11.23
20. Secretary III	\$ 11.92
21. Secretary IV	\$ 13.39

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 Division of  
 Director Wage Determinations

LOCALITY	State: New Jersey, Pennsylvania
	Area: NJ COUNTIES: BURLINGTON, CAMDEN GLOUCESTER, PA COUNTIES: BUCKS, CHESTER DELAWARE, LEHIGH, MONTGOMERY, NORTHAMPTON PHILADELPHIA

Wage Determination No.: 86-0450 (Rev. 19) Date: 09/13/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

22. Secretary V	\$ 14.66
23. Service Order Dispatcher	\$ 8.48
24. Stenographer I	\$ 12.04
25. Stenographer II	\$ 13.27
26. Supply Clerk/Storeworker/ Shelf Stocker/Store Clerk	\$ 9.81
27. Supply Technician	\$ 11.65
28. Switchboard Operator	\$ 8.48
29. Switchboard Operator- Receptionist	\$ 8.48
30. Transcribing-Machine Typist	\$ 9.11
31. Typist I	\$ 7.70
32. Typist II	\$ 9.11
33. Word Processor I	\$ 9.10
34. Word Processor II	\$ 10.18
35. Field Agent	\$ 9.91
36. Customer Service Representative	\$ 9.91
37. Editorial Assistant (Typing)	\$ 11.23
38. Mail Clerk II	\$ 9.15
39. Mail Clerk I	\$ 6.31
40. General Supply Specialist	\$ 11.92
41. Packaging Specialist	\$ 11.92
42. Equipment Specialist	\$ 14.66

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

REGISTER OF WAGE DETERMINATIONS UNDER  
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*Alan L. Moss*

Alan L. Moss                      Division of  
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Wage Determination No.: 86-0450 (Rev. 19) Date: 09/13/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
43. Fire/Tank Top Watch	\$ 9.24				
44. Duplicating/Copying Machine Operator	\$ 6.85				

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

1/    2/    3/

1/ HEALTH & WELFARE: \$0.89 per hour or \$35.60 per week or \$154.26 per month.

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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/ HOLIDAYS: 10 paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, 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.)

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 classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. 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(es) 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)

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 the 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 the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.85 cents per 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 duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

\*\*\*\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*\*\*\*

FIELD AGENT

The Field Agent performs various product pickup tasks based on the client job specifications. These tasks include locating, purchasing, wrapping, packing, labeling, and shipping the product(s) to the required destination. If applicable, job specifications may include supplemental tasks such as labeling, recording information, and acquiring special codes.

CUSTOMER SERVICE REPRESENTATIVE:

Responsible for servicing of assigned clients/accounts. The general responsibility is to insure that client job specifications are met through accurate and timely communication of client requirements and Product Pickup Service Field Agents.

EDITORIAL ASSISTANT (TYPING)

Edits material and makes corrections and/or changes to include grammar, punctuation abbreviations, sentence structure, and the arrangement of sentences within paragraphs. Verifies and/or corrects errors of fact, internal factual inconsistencies, references, charts tables illustrations, and subject-matter terms. Studies content to verify agreement with stated scope and objective to ascertain duplication, essentiality, and insufficient coverage, and to verify agreement with approved doctrine, procedures, and techniques. Spot checks formulas, problems, statistical charts, diagrams, computations, and solutions and makes (or recommends) corrections (or changes) as appropriate to insure accuracy and improve clarity. Determines whether solutions to practical exercises are supported by the instruction on which they are based and consults supervisor if not certain of corrective action.

MAIL CLERK II

Performs all functions of Mail Clerk I under minimum supervision in addition to assisting in the training of mail clerk trainees. Where applicable, is trained in machine wrap "D", "3" tray and tag operations. Should also be familiar with machine operation, including feeding mail, pulling bins and breaking down groups per analysis.



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**MAIL CLERK I**

Pulls mail from bins to trays and sorts mail in a primary and secondary sort bins. Wraps "D" and "3" mail, tags trays, and counts residue. Also performs basic functions on machine sorted mail where applicable.

**GENERAL SUPPLY SPECIALIST**

Plans and develops the supply system, programs, or services. Develops, adapts, or interprets operating methods or procedures. Applies a knowledge of present and proposed programs, program changes, work operations, work sequences and schedules and/or technical characteristics or properties of supply items. Work may involve one or more of the following duties: Planning and forecasting inventory needs under changing technological or program requirements; efficiently distributing or phasing material support to accomplish mission requirements; effectively managing and utilizing property under changing program requirements; and clearly identifying and describing difficult technical items within a cataloging system.

**PACKAGING SPECIALIST**

Plans, designs, and develops packages to protect supplies, materials and equipment between the time of purchase and use, including prevention of environmental and mechanical damage during handling, shipping, and storage. Work may involve one or more of the following duties: Determining the best method of packaging particular materials; establishing packaging standards; developing or reviewing packaging specifications; evaluating packaging methods; advising on packaging matters. Knowledge of packaging and preservation methods, materials, regulations, specifications, and guidelines is required.

**EQUIPMENT SPECIALIST**

Collects, analyzes, interprets and develops specialized information about equipment. Provides such information together with advisory service to those who design, test, produce, procure, supply, operate, repair, or dispose of equipment, and/or develops, installs, inspects or revises equipment maintenance programs and techniques based on a practical knowledge of the equipment, including its design, production operational and maintenance requirements. Applies an intensive, practical knowledge of the characteristics, properties and uses of equipment of the type gained from technical training, education and experience in such functions as repairing, overhauling, maintaining, constructing, or inspecting equipment.

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**FIRE/TANK TOP WATCH WORKER**

As member of a team performing hot work (Usually, welding) or confined work (usually tank cleaning), this service worker (ie) clears (sweeps down, bags and removes trashes; and moves away impeding/unncessary movable objects) the work area, (ii) maintains fire or tank top watch during welding or cleaning operation, and (iii) cleans up work area end of operation, including bagging and removing work debris.

**DUPLICATING, COPYING MACHINE OPERATOR**

Performs multi-type copying or duplicating services on any of the following equipment: mimeograph, photocopiers, duplicators, and automated offset machines. Responsible for duplicating/copying all types of documents, including general correspondance, manuals, solicitations, confidential materials, etc., on high volume duplicators/copiers. Binding services are provided by using plastic binders aand heat binding. Performs general operator maintenance on duplicators/copiers, keeping machine clean and assures that quality copies are made as requested. Operates stapling, folding, paper dilling, collating, paper cutting, and other accessory equipment. May operate microfilm, laminating, addressograph, etc. machines.

U.S. Department of Labor

Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210



August 18, 1993

MEMORANDUM NO. 172

MEMORANDUM FOR ALL CONTRACTING AGENCIES OF THE FEDERAL  
GOVERNMENT AND THE DISTRICT OF COLUMBIA

FROM: MARIA ECHAVESTE  
Administrator

SUBJECT: Updating of Service Contract Act  
Health and Welfare Benefit Levels

SUMMARY

Effective August 18, 1993, most prevailing wage determinations issued under the McNamara-O'Hara Service Contract Act (SCA) are being revised to reflect changes in health and welfare (H&W) contribution requirements. The new levels are:

- o \$0.89 per hour for those area wage determinations previously requiring an \$0.83 per hour contribution for each employee; and

- o \$2.39 per hour for those area wage determinations previously requiring an average cost contribution of \$2.23 per hour.

Until revised individual or blanket wage determinations are received, pen and ink changes may be made to current wage determinations to affect the latest health and welfare increases.

BACKGROUND

The SCA requires the Secretary of Labor to determine minimum wage and fringe benefits to be paid service employees engaged in the performance of covered contracts in accordance with the wage rates and fringe benefits prevailing for such employees in the locality. SCA regulations provide that such determinations will be reviewed periodically and, where prevailing wage rates or fringe benefits have changed, these changes are to be reflected in revised wage determinations.

The new H&W levels are based on 1993 size-of-establishment data published by the Bureau of Labor Statistics. Data for establishments employing fewer than 100 employees provide the basis for the H&W level for most, and generally routine service contracts. Data for establishments employing 100 or more employees provide the basis for the H&W level for certain service contracts, including: (1) major base support contracts; (2) solicitations involving an A-76 study/action, with potential for displacement of federal civilian workers; and (3) solicitations that require bidders to be large, national corporations, major competitors, or providers of highly technical services.

#### REQUIRED AGENCY ACTION

In accordance with Regulations 29 CFR 4.5(a)(2), the new H&W levels listed above should be incorporated into the wage determination of any invitation for bids (IFB) in any case where this notice is received at least ten (10) days prior to bid opening. If this notice is received less than ten (10) days before bid opening, the new rates should also be applied unless the contracting Federal agency finds there is not a reasonable time still available to notify bidders of the revision.

In the case of a procurement entered into pursuant to negotiations (RFP), or in the case of a contract option or extension, the new rates are effective if this notice is received before the date of contract award, contract extension, or exercise of option, provided contract performance begins within 30 days of award, contract extension, or exercise of option. If the contract's start of performance is delayed for more than 30 days (or if the contract does not specify a start of performance date which is within 30 days of award), the new rates are effective if this notice is received by the agency not less than 10 days before the start of contract performance.

Use of the new H&W levels under these circumstances will ensure that all relevant contracts (in the referenced procurement stages) are consistent in containing the new H&W requirements regardless of when an initial SCA wage determination was requested.

Since the Wage and Hour Division is not able to track the procurement status of contracts for which wage determinations have recently been issued in response to SF-98 requests, contracting agencies should contact the Division for guidance with respect to current IFB's and RFP's still in the bidding or negotiating stage which do not contain wage determinations reflecting the new H&W requirements. Accordingly, if you have procurement activities which will be affected by these changes, please request a revised wage determination. To expedite the revision of such wage determinations, telephone requests may be

made to (202) 219-7096; FAX requests may be made to (202) 219-5771. These positions will be covered Monday through Friday between the hours of 8:15 a.m. and 4:45 p.m. EST/EDT. Callers and FAX requests should provide the following information:

1. Notice number of the SF-98 originally submitted;
2. Number, revision, and location (county and State) of the wage determination received in response to the original SF-98; and,
3. Name, address, telephone number (Commercial -- not Autovon), and FAX number of the individual to whom the amended SF-98 response should be sent. Note that the revised wage determinations will be transmitted by mail.

For those agencies participating in the Blanket Wage Determination Pilot Test Program, revised Blanket Wage Determinations are being prepared and will be transmitted to all Blanket Coordinators and facilities currently participating in the Blanket program.

Until revised individual or blanket wage determinations are received, pen and ink changes may be made to current wage determinations to affect the latest health and welfare increases.

Thank you for your prompt attention to these instructions.