

PART 1

SOLICITATION, OFFER AND AWARD

5. CERTIFIED FOR NATIONAL EXPENSE UNDER DPM REG. 1 AND/OR DPM REG. 1
RATING

4. PAGE 1 OF 31

1. CONTRACT (Proc. Impl. Ident.) NO.

2. SOLICITATION NO.

IFB-RS-ADM-81-387

3. DATE ISSUED

2/3/81

6. REQUISITION/PURCHASE REQUEST NO.

RFP No. ADM-81-387

7. ISSUED BY

CODE

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

Same as Block #7

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

In advertised procurement offer and offeror shall be construed to mean one and the same

SOLICITATION

9. Sealed offers in one (1) original copy for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handcarried, in the depository located in Room 7915 Eastern Avenue Silver Spring, MD 20910 until 2:00 p.m. local time 2/26/81 two (2) copies (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION - LATE OFFERS: See pars. 7 and 8 of Solicitation Instructions and Conditions.
All offers are subject to the following:

(Telegraphic responses are not authorized)

1. The Solicitation Instructions and Conditions, SF 33-A, January 1978 edition which is attached or incorporated herein by reference.

2. The General Provisions, SF 32, 7/30/80 edition, which is attached or incorporated herein by reference.

3. The Schedule included herein and/or attached hereto.

4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.
(Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) ☐

Ronald Coleman - (301) 427-4021

SCHEDULE

10. ITEM NO.	11. SUPPLIES-SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	The address shown in Block #7 is for mailing of bids only. Handcarried bids should be addressed as indicated in Block #7, delivered to: Bid Opening Officer at Guard Desk at 7915 Eastern Ave., Silver Spring, MD 20910. No telegraphic bids accepted. See continuation of schedule on page 4				

OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (30) 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.

16. DISCOUNT FOR PROMPT PAYMENT: See par. 2, SF 33-A)

1/10 CALENDAR DAYS

2/20 CALENDAR DAYS

NET 30 CALENDAR DAYS

1/10 CALENDAR DAYS

17. OFFEROR

CODE

FACILITY CODE

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)NAME AND ADDRESS
Street city
county State
and ZIP code

BARA PHOTOGRAPHIC, INC.

4805 FROLICH LANE

HYATTSVILLE, MD. 20781

301-322-7900

* See below

WILLIAM WATSON, JR. PRESIDENT

19. SIGNATURE

20. OFFER DATE

2/23/81

Check if remittance address is different from above - enter such address in Schedule

AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED

1 through 19

22. AMOUNT

\$28,540.50

23. ACCOUNTING AND APPROPRIATION DATA

B&R No.: 48-20-24-4-28

Appropriation Symbol: 31X0200.401

24. SUBMIT INVOICES (If codes unless otherwise specified)

TO ADDRESS SHOWN IN BLOCK 27

25. NEGOTIATED PURSUANT TO

10 U.S.C. 2304(a)(1)

X 41 U.S.C. 151(c)

26. ADMINISTERED BY
(Other than block 7)

CODE

27. PAYMENT WILL BE MADE BY

CODE

U.S. Nuclear Regulatory Commission
Office of the Controller
Washington, DC 20555

28. NAME OF CONTRACTING OFFICER (Type or print)

Craig D. Lebo

29. UNITED STATES OF AMERICA

BY *[Signature]*
(Signature of contracting officer)

30. AWARD DATE

3/10/81

Award will be made on this form, or on Standard Form 28, or by other official written notice.

33-131

* PRINCIPAL PLACE OF PERFORMANCE:

8103190682

THIS DOCUMENT CONTAINS
POOR QUALITY PAGESStandard Form 33 Page 1 (REV. 3-77)
Prescribed by GSA, FPMR (41 CFR) 1-16.101

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He ☒ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☒ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

He ☐ is, ☒ is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a ☐ regular dealer in ☒ manufacturer of, the supplies offered.

4. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He ☐ has, ☒ has not, employed or retained any company or persons (other than a full time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he ☐ has, ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

5. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☒ a corporation, incorporated under the laws of the State of Maryland.

6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☒ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY
AND MAIN OFFICE ADDRESS
(Include ZIP code.)

N/A

G. EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A.)

OFFEROR'S E.O. NO.

PARENT COMPANY'S E.O. NO.

7. EQUAL OPPORTUNITY

(a) He ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, that he ☒ has, ☐ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60.1 and 60.2) or (2) he ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks.)

1. BUY AMERICAN CERTIFICATE

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☒ has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

4. **CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.*

Continued on Page 4

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART I

Representations, Certifications, and Acknowledgments - Continued SF-33 (Page 3)

5. WOMAN-OWNED BUSINESS

Concern is ☐ is not ☒ a woman-owned business. The business is publicly owned, a joint stock association, or a business trust ☐ yes ☒ no. The business is ☐ certified ☒ not certified.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

6. PERCENT OF FOREIGN CONTENT

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

7. NON-DISCRIMINATION BECAUSE OF AGE CERTIFICATION (1-12.1001)

The offeror hereby certifies as follows:

- ☐ (a) In the performance of Federal contracts, he and his subcontractors shall not in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational retirement plan, or statutory requirement, and
- ☐ (b) That contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based on a bona fide occupational qualification, retirement plan, or statutory requirement.

8. CERTIFICATION OF RECOVERED MATERIALS (1-1.2504(b))

The offeror/contractor certifies that recovered materials will be used as required by specifications referenced in the solicitation/contract.

9. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

I represent to the best of my knowledge and belief that:

The award to BARA PHOTOGRAPHIC, INC. of a contract or the modification of an existing contract does ☐ or does not ☒ involve situations or relationships of the type set forth in 41 CFR paragraph 20-1.5403(b)(1).

If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1) are involved or the Contracting Officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

- (a) impose appropriate conditions which avoid such conflicts,
- (b) disqualify the offeror, or
- (c) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

The refusal to provide the representation required by §20-1.5404(b) or upon request of the Contracting Officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for awards; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds or work from the statements of work contained in an RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

The offeror's failure to execute the representation required herein with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

Any contract resulting from a solicitation requirement shall include general clauses (41 CFR 20-1.5404-1) prohibiting contractors from engaging in relationships which may give rise to an actual or apparent conflict of interest. Note: NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20) is included in Part IV as Attachment No. 1.

PART II

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on page three of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Note: The term "telegram" includes mailgrams.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposals, modifications of proposals and withdrawals of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED, AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract, provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. All material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C.

35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

PART II (Continued)

NOTICES TO BIDDERS

20. Notice of Requirement to Certify Nons segregated Facilities

Bidders are cautioned as follows: By signing this offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nons segregated Facilities" contained on page 6 of this solicitation. Failure of the bidder to agree to the certification of nons segregated facilities may cause his bid to be rejected as nonresponsive.

Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

"Use of disclosure of proposal data is subject to the restriction on the title page of this proposal. I claim that information contained herein is proprietary and shall not be disclosed by the NRC in accordance with Exemption 4 of the Freedom of Information Act."

21. Bid Identification

Mailing envelopes shall be marked with the IFB number as specified on Page 1, Block #2 of this solicitation. The IFB number should also be referenced in your cover letter and on each page of your bid.

22. Period of Performance

The work required hereunder shall be completed within one (1) calendar year following the effective date of the contract.

23. Cost of Bid Preparation

This solicitation does not commit the Government to pay any costs incurred for the preparation of bids or for any studies or analyses that may be conducted in the preparation thereof; nor is the Government committed to procure or contract for the articles or services described under Part III of this solicitation. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

24. Other Contractual Commitments

The bidder shall list any commitments with other agencies, governmental or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this solicitation.

25. Award Notification

All bidders will be notified of their final selection or nonselection as soon as possible following the completion of the formal NRC bid opening and subsequent detailed examination of bids and conduct of responsibility checks. Formal notification of nonselection to unsuccessful bidders will be made following contract award to the successful bidder.

26. Type of Contract and General Provisions

It is contemplated that a fixed price requirements type contract will be awarded. In addition to the special provisions of this Invitation for Bid, any resultant contract shall include the general provisions applicable to the selected bidder's organization and to the type contract awarded. Any additional clauses in effect at the time of execution of the resultant contract are hereby included by reference.

27. Award of Contract

Award will be made to that responsive, responsible bidder within the meaning of the Federal Procurement Regulations 1-1.12 whose offer is the lowest overall evaluated total contract price to the Government based upon the requirements as set forth in the schedule. For the purposes of determining the lowest offer, the unit prices quoted for each item listed in Article I, Supplies/Services Prices of this solicitation will be multiplied by the number of units shown therein and the products thereof added together to arrive at the aggregate of each bid.

28. Separate Charges

Separate charges, in any form, are not solicited. Bids containing any charges for discontinuance, termination or failure to exercise any option are not solicited and will be rejected.

29. Listing of Employment Openings (FAR 1-12.1102-2)

Bidders and offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$2,500 or more.

30. Commitment of Public Funds

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement. Any other commitment, either explicit or implied, is invalid.

31. Minimum Bid Acceptance Period

Bids offering fewer than ninety(90) days for acceptance by the Government from the date set for opening will be rejected as nonresponsive.

32. Bidder Qualifications and Past Experience

The bidder shall list below at least four (4) previous or current contracts for the same or substantially similar services:

- (1) Contract No.: NAS5-26428
Name and address of
Government Agency or
Commercial Entity: NASA
Goddard Space Flight Center
Greenbelt, MD 20771
Point of Contact and
Telephone Number: Rod Craig
344-7141
- (2) Contract No.: NASW-3474
Name and address of
Government Agency or
Commercial Entity: NASA
Washington, D.C. 20546
Point of Contact and
Telephone Number: LES Gaver
755-8366
- (3) Contract No.: DTOS-59-81-A-00003
Name and address of
Government Agency or
Commercial Entity: Department of Transportation
400 7th St., S.W.
Washington, D.C. 20590

(3) Point of Contact and
Telephone Number: Manny Costa
755-5625

(4) Contract No.: _____
Name and Address of
Government Agency or
Commercial Entity: Health and Human Services
Office of the Secretary
Washington, D.C. 20201
Point of Contact and
Telephone Number: Mr. E. Winfield
245-6333

33. Submission For Bid

Bids must set forth full, accurate and complete information as required by this Invitation for Bids (including attachments). The Penalty for making false statements in bids is prescribed in 18 U. S. C. 1001.

34. Subcontractors

If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted and the approximate cost involved.

35. Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offeror is required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of subcontractors (state, city, county), and the unemployment rate for the area, if known.

36. Additional Facilities or Personnel

In the event the offeror contemplates acquiring additional facilities, personnel or property in the performance of this work, such facilities, personnel or property shall be separately identified.

37. Bidder's QUALIFICATIONS

(a) Bidders must be regularly engaged in the business of photographic reproduction and photographic services, in the Washington, D. C. metropolitan area to assure satisfactory completion of the terms and conditions of this contract; be possessed of the technical ability; have the financial resources; and be adequately equipped and staffed to assure satisfactory completion of the terms and conditions of this contract.

(b) Before an offer is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.'

(c) The Government reserves the right to have a representative or representatives inspect the plant of any bidder prior to awarding the contract for the purpose of ascertaining if the plant and equipment of the bidder afford the proper facilities for producing work which will meet the requirements, specifications, and provisions of this solicitation."

38. PRICES

Bidders must insert a definite price or indicate "no charge" in the blank space provided for each item and/or subitem listed in Article I hereof. Unless expressly provided for herein, no additional charge will be allowed for work performed under the contract other than the unit prices stipulated herein for each such item and/or subitem.

"Note: Where items in Part III, Article I , of this solicitation, indicated quantity prices (e.g., 'first print - duplicates,' 'first slide - duplicate,' and/or 'first transparency - duplicates'), such prices shall be for making the first print, etc., and/or duplicates from a single negative or single original, as applicable."

39. EVALUATION AND AWARD FACTORS

AWARD OF CONTRACT

Award will be made to that responsive, responsible bidder within the meaning of the Federal Procurement Regulations 1-1.12 whose offer is the lowest overall evaluated total contract price to the Government based upon the requirements as set forth in the schedule. For the purposes of determining the lowest offer, the unit prices quoted for each item and/or subitem listed in Article I of this solicitation will be multiplied by the number of units shown therein and the products thereof added together to arrive at the aggregate of each bid.

Notwithstanding Section C, Paragraph 10, entitled "Award of Contract," the award of any resulting contract(s) will be made on an "ALL OR NONE" basis.

40. Estimated Requirements

The number of photographic copies reflected in Article I under Supplies/ Services and Prices of this solicitation is an estimate of the amount of service which may be required to be performed hereunder. Such estimate is set forth for the purpose of evaluating proposals only. No specific amount of service is either guaranteed or implied. The amount of service to be performed will depend entirely upon the Commission's photographic copying service described herein during the term of the contract. If the Commission's photographic copying requirements do not materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustment hereunder.

41. Size Standard and Product Classification

It has been determined that the services described herein are classified under the Standard Industrial Classification Manual as No. 7395 and that the concern's average annual receipts for its preceding three (3) fiscal years must not exceed \$2 Million to be classified as a small business concern.

42. The following is added to Clause 9, "Discounts," Subparagraph (a):

For the purpose of bid evaluation, any prompt payment discount which is eligible (i.e., for a period of 20 days or more) for consideration in the evaluation of bids pursuant to this paragraph will be applied directly to the price offered. For the purpose of payment, when the prompt payment discount is earned, the full discount will be deducted, otherwise any prompt payment discount in excess of 5 percent will be considered by the Government only as prompt payment of 5 percent and any percentage in excess of 5 percent will be considered as a special discount, which the bidder or offeror agrees that the Government will be entitled to regardless of when payment is made.

43. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

- A. General. Bids or proposals under this procurement are solicited only from (1) small business concerns and (2) eligible organizations for the handicapped and handicapped individuals under the Small Business Act. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns, or in the interest of assisting eligible organizations for the handicapped and handicapped individuals. Bids or proposals received from others will be considered nonresponsive.
- B. Definitions. The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns: provided, that this additional requirement does not apply in connection with construction or service contracts.

CONTINUATION SHEET

NAME OF OFFICE OF CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART III					
ARTICLE I - <u>SUPPLIES/SERVICES AND PRICES</u>					
The Contractor shall furnish all labor, material, facilities and equipment for the photographic requirements specified herein for a period of 12 months from date of award.					
<u>SERVICES</u>					
1.	<u>Processing Black and White Film</u>				
	<u>Size of Film</u>				
A.	4" X 5" sheet film	70/yr.	neg	\$.35	\$ 24.50
B.	Roll film size 120 - 20 exposures (fine grain processing)	40/yr.	roll	\$ 1.25	\$ 50.00
C.	Roll film size 135 - 20 exposures	40/yr.	roll	\$ 1.25	\$ 50.00
D.	Roll film size 135 - 36 exposures	40/yr.	roll	\$ 1.25	\$ 50.00
E.	Roll film size 220 - 24 exposures	10/yr.	roll	\$.75	\$ 7.50
2.	<u>Prints - Black and White</u>				
	<u>Size of Negatives</u>				
	<u>Size of Prints</u>				
A.	24 X 36mm and 120	20/yr.	prt	\$.65	\$ 13.00
B.	24 X 36mm	100 /yr. prt		\$.65	\$ 65.00
		300 /yr. prt		\$.25	\$ 75.00
C.	24 X 36mm to 4" X 5"	100/yr. prt		\$.65	\$ 71.50
		50 /yr. prt		\$.50	\$ 25.00
D.	24 X 36mm to 4" X 5"	300/yr. prt		\$.95	\$ 285.00
		200/yr. prt		\$.65	\$ 130.00
E.	24 X 36mm to 8" X 10"	2000/yr. prt		\$ 1.50	\$ 3,000.00
		4000/yr. prt		\$.90	\$ 3,600.00
F.	24 X 36mm to 8" X 10"	100/yr. prt		\$ 1.95	\$ 195.00
		50/yr. prt		\$ 1.35	\$ 67.50

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NAME OF OFFICE OR CONTRACTOR

EM. NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Prints - Black and White (Cont.)</u>				
	<u>Size of Negatives</u>				
	<u>Size of Prints</u>				
G.	24 X 36mm				
	to 8" X 10"				
	*16" X 20"				
	first print	20/yr.	prt	\$ 5.00	\$ 100.00
	duplicates	15/yr.	prt	\$ 4.00	\$ 60.00
H.	24 X 36mm				
	to 8" X 10"				
	*20" X 24"				
	first print	10/yr.	prt	\$ 6.00	\$ 60.00
	duplicates	10/yr.	prt	\$ 5.00	\$ 50.00
I.	24 X 36mm				
	to 8" X 10"				
	*30" X 40"				
	first print	10/yr.	prt	\$ 16.00	\$ 160.00
	duplicates	10/yr.	prt	\$ 12.00	\$ 120.00
J.	Contact proofs sheets of either 4 strips 35mm 20 exposures, 6 strips 35mm 36 exposures, 3 strips of 120 roll or four 4" X 5" negatives or 8" X 10"	100/yr.	prt	\$ 1.50	\$ 150.00
	<u>Prints - Black and White Contact Prints</u>				
K.	8" X 10"*				
	*8" X 10"				
	first print	200/yr.	prt	\$ 1.50	\$ 300.00
	duplicates	100/yr.	prt	\$.90	\$ 90.00
L.	11" X 14"*				
	*11" X 14"				
	first print	25/yr.	prt	\$ 1.95	\$ 48.75
	duplicates	10/yr.	prt	\$ 1.35	\$ 13.50
M.	16" X 20"*				
	*16" X 20"				
	first print	20/yr.	prt	\$ 5.00	\$ 100.00
	duplicates	5/yr.	prt	\$ 4.00	\$ 20.00
N.	*Percentage cost increase for prints on double weight matte paper: It is estimated that 3% of the prints identi- fied under item 2. will be on double weight matte paper.			\$ 898.13	\$ 26.94
	<u>Prints - Black and White from Color Negatives</u>				
	<u>Size of Negatives</u>				
	<u>Size of Prints</u>				
O.	2 1/2" X 3 1/2"				
	to 8" X 10"				
	8" X 7"				
	first print	100/yr.	prt	\$.95	\$ 95.00
	duplicates	300/yr.	prt	\$.65	\$ 195.00
P.	2 1/2" X 3 1/2"				
	to 8" X 10"				
	8" X 10"				
	first print	200/yr.	prt	\$ 1.50	\$ 300.00
	duplicates	400/yr.	prt	\$ 1.35	\$ 540.00

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4.	<p><u>Copy Negative Black and White</u></p> <p>Original copy may be transparent or opaque material, continuous tone or line photographs, drawings, charts or other art work in either black and white or color. Sizes may be up to 40" X 60". Work will require the use of both orthochromatic and panchromatic film and in some cases the use of correction filters may be necessary. Price will be for completed processed negative. Line original must be shot on high contrast film to provide the best line reproduction.</p> <p><u>Size of Negatives</u></p> <p>A. Up to 4" X 5" Continuous tone</p> <p>B. Up to 4" X 5" *Line Negative</p> <p>C. 8" X 10" Continuous tone</p> <p>D. 8" X 10" *Line Negative</p> <p>E. 11" X 14" *Line Negative</p> <p>F. 16" X 20" *Line Negative</p> <p>*Asterisk indicates price to include opaque on line negatives if necessary.</p>				
		200/yr.neg		\$ 1.65	\$ 330.00
		300/yr.neg		\$ 1.65	\$ 495.00
		25/yr.neg		\$ 2.00	\$ 50.00
		500/yr.neg		\$ 2.00	\$ 1,000.00
		50/yr.neg		\$ 2.50	\$ 125.00
		20/yr.neg		\$ 5.00	\$ 100.00
5.	<p><u>35mm Slides</u></p> <p>Original copy may be transparent or opaque material, continuous tone or line photographs, drawings, charts or other art work in either black and white or color. Sizes may be up to 40" X 60".</p> <p>A. Black and White Positive first slide duplicates</p> <p>B. Black and White Negative first slide duplicates</p>				
		200/yr.sld		\$ 1.50	\$ 300.00
		100/yr.sld		\$.50	\$ 50.00
		150/yr.sld		\$ 1.50	\$ 225.00
		100/yr.sld		\$.50	\$ 50.00

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NAME OF OFFICE OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	C. Black and White Positive slide with color gelatin added (yellow, blue, red, or green)	first slide 200 /yr sld 100 /yr sld		\$ 1.50 \$.50	\$ 300.00 \$ 50.00
	D. Black and White Negative slide with color gelatin added (yellow, blue, red or green)	first slide 100 /yr. sld 50 /yr sld		\$ 1.50 \$.50	\$ 150.00 \$ 25.00
	E. Color Slide	first slide 600 /yr sld		\$ 1.50	\$ 900.00
	F. Diazo Slide (red, green or blue)	duplicates 300 /yr sld first slide 200 /yr. sld duplicates 100 /yr sld		\$.50 \$ 1.50 \$.50	\$ 150.00 \$ 200.00 \$ 50.00
6.	<u>35mm Duplicate Slides from 35mm Originals</u>				
	A. Black and White	first slide 100 /yr. sld 400 /yr sld		\$.55 \$.45	\$ 55.00 \$ 180.00
	B. Color	first slide 200 /yr sld 600 /yr sld		\$.55 \$.45	\$ 110.00 \$ 270.00
7.	<u>Mounted Vugraphs from Supplied Art, Photos, or Transparencies, 35mm to 40" X 60"</u>				
	A. Negative Vugraph (Line)	300 /yr.vu		\$ 1.65	\$ 495.00
	B. Positive Vugraph (Line or Continuous Tone)	200 /yr.vu		\$ 2.75	\$ 550.00
	C. Color Vugraph (Ektachrome)	75 /yr.vu		\$ 7.50	\$ 562.50
8.	<u>Mounted Vugraphs from Supplied Negatives, Sizes 35mm to 8" X 10"</u>				
	A. Black and White (Line or Continuous Tone)	first vugraph 100 /yr.vu 75 /yr.vu		\$ 1.75 \$ 1.50	\$ 175.00 \$ 112.50
	B. Color (Print Film)	first vugraph 50 /yr.vu 25 /yr.vu		\$ 5.00 \$ 4.50	\$ 250.00 \$ 112.50
9.	<u>Diazo Vugraphs</u>				
	A. Diazo Vugraph from 8" X 10" line negative	50 /yr.vu		\$ 2.50	\$ 125.00
10.	<u>Processing only Color Negatives, Roll & Sheet</u>				
	A. 135 - 20 exposures, Vericolor and Kodacolor films	12 /yr.		\$ 1.00	\$ 10.00
	B. 135 - 36 exposures, Vericolor and Kodacolor films	22 /yr.		\$ 1.65	\$ 33.00
	C. 100 - 12 exposures, Vericolor and Kodacolor films	20 /yr.rolls		\$ 1.00	\$ 20.00

NAME OF OFFICE OR CONTRACTOR

ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	D. 220 - 24 exposures, Vericolor and Kodacolor films	10/yr.	rolls	\$ 1.65	\$ 16.50
	E. 4" X 5" Type "L"	25/yr.	sht	\$.75	\$ 18.75
	F. 4" X 5" Type "s"	30/yr.	sht	\$.75	\$ 22.50
11.	<u>Color Copy Negatives from Art of Photos, up to 40" X 60"</u>				
	A. 4" X 5" Negatives	75/yr.	neg	\$ 3.00	\$ 225.00
	B. 8" X 10" Negatives	10/yr.	neg	\$ 4.00	\$ 40.00
12.	<u>Color Internegatives from color transparencies, 35mm to 8" X 10"</u>				
	A. 35mm Internegatives (6011)	200/yr.	neg	\$ 1.50	\$ 300.00
	B. 4" X 5" Internegatives (4112)	30/yr.	neg.	\$ 4.50	\$ 135.00
	C. 8" X 10" Internegatives	10/yr.	neg.	\$ 5.00	\$ 50.00
13.	<u>Process, Mount, and Number Color Reversal 35mm Film</u>				
	A. 135 - 20 exposures, Ektachrome	50/yr.	roll	\$ 3.00	\$ 150.00
	B. 135 - 36 exposures, Ektachrome	100/yr.	roll	\$ 4.00	\$ 400.00
	C. 135 - 20 exposures, Kodachrome	50/yr.	roll	\$ 3.50	\$ 175.00
	D. 135 - 36 exposures, Kodachrome	100/yr.	roll	\$ 4.50	\$ 450.00
14.	<u>ESP or "PUSH" Processing for Ektachrome 35mm film</u>				
	A. 135 - 20 exposures, Ektachrome	10/yr.	roll	\$ 4.00	\$ 40.00
	B. 135 - 36 exposures, Ektachrome	20/yr.	roll	\$ 4.50	\$ 90.00
15.	<u>Type R Color Prints From 35 mm Color Slides</u>				
	A. 5 X 7 first print	100/yr.	prt	\$ 2.50	\$ 250.00
	duplicates	50/yr.	prt	\$ 2.00	\$ 100.00
	B. 8 X 10 first print	150/yr.	prt	\$ 5.00	\$ 750.00
	duplicates	75/yr.	prt	\$ 4.50	\$ 337.50
16.	<u>Color Prints from Color Negatives, Sizes 35mm to 8" X 10"</u>				
	A. 3 1/2" X 5" first print	150/yr.	prt	\$.35	\$ 52.50
	duplicates	75/yr.	prt	\$.30	\$ 22.50
	B. 4" X 5" first print	150/yr.	prt	\$ 1.00	\$ 150.00
	duplicates	100/yr.	prt	\$.75	\$ 75.00
	C. 5" X 7" first print	75/yr.	prt	\$ 2.00	\$ 150.00
	duplicates	100/yr.	prt	\$ 1.50	\$ 150.00
	D. 8" X 10" first print	250/yr.	prt	\$ 4.00	\$ 1,000.00
	duplicates	500/yr.	prt	\$ 3.00	\$ 1,500.00

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SM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Color Prints from Color Negatives, Sizes</u> <u>35mm to 8" X 10" (Cont.)</u>				
E.	11" X 14"	first print	50/yr. prt	\$ 5.50	\$ 275.00
		duplicates	75/yr. prt	\$ 4.50	\$ 337.50
F.	16" X 20"	first print	20/yr. prt	\$ 8.00	\$ 160.00
		duplicates	5/yr. prt	\$ 6.00	\$ 30.00
G.	20" X 24"	first print	20/yr. prt	\$ 12.00	\$ 240.00
		duplicates	5/yr. prt	\$ 10.00	\$ 50.00
H.	30" X 40"		10/yr. prt	\$ 40.00	\$ 400.00
I.	8" X 10" Proof Sheet		20/yr. prt	\$ 3.50	\$ 70.00

Item No.

17 Expedited Delivery - Applicable to all Items

There will be occasions where delivery of urgently needed work is required in less time than the normal schedule. In these instances, special schedules will be arranged with the contractor. Color slides, vugraphs from original art work or duplicates constitute the majority of such work. A reasonable amount would be expected to be delivered within 4 hours or less from the time of receipt by the contractor. It is expected that such expedited delivery will be accomplished during the regular workday.

On occasion, and only when authorized by the Contracting Officer or his authorized representative, expedited delivery will be ordered requiring performance of a portion or all of the work on other than regular workdays as defined in III SCHEDULE - DELIVERY.

(a) Percentage of cost increase for expedited work ordered to be performed during regular workdays. (It is estimated that 10% of all work would be ordered on this basis.)	AMOUNT
(b) Percentage of cost increase for expedited work ordered to be and actually performed on other than regular workdays. (It is estimated that 10% of all work will be ordered to be performed on other than regular workdays.)	<div>25 % X 10% of the Estimated Total for Items No. 1 through 19 \$ 679.41</div> <div>25 % X 10% of the Estimated Total for Items No. 1 through 19 \$ 679.41</div>

18 Special Delivery Trips

There may be occasions when special delivery by the Contractor's messenger of work completed under the regular or expedited schedule will be ordered. Special delivery is defined as any messenger delivery by the Contractor from his plant to the NRC Headquarters, Bethesda, Maryland, ordered by the Contracting Officer or his authorized representative, other than the regularly scheduled delivery as provided in III SCHEDULE - DELIVERY. A charge for each trip will be allowed as follows:

Quantity	Unit	Unit Price	Amount
10/yr.	trips	\$ 8.00	\$ 80.00

Photographer's Service

There will be occasional requirements for a photographer and the necessary photographic equipment including a 4" X 5" negative size camera for the taking of individual, group or subject pictures. On these occasions the Contractor may be required to report to and perform such services at any one of the Commission's several Headquarters offices, or within a five mile radius thereof, within one hour after receipt of notification from the Commission of such need. Film must be processed and proofs returned within 8 hours of assignment or sooner.

A. Mileage and Travel - Item 19-A (1), (2), and (3)

A charge per round trip from the Contractor's place of business to the Commission office, or within a five mile radius thereof, and return will be allowed. The charge shall cover the cost of the photographer's time while enroute as well as the transportation cost.

	Quantity	Unit	Unit Price	Amount
(1) Mileage and travel time only from (Insert starting point) to Bethesda, Maryland or within a five mile radius thereof and return.	20/yr.	trips	\$ 8.00	\$ 160.00
(2) Mileage and travel time only from (Insert starting point) to downtown Washington, D.C. or within a five mile radius thereof and return.	5/yr.	trips.	\$ N/C	\$ 0

B. Still Pictures - Item 19-B (1) and (2)

Contractor will be allowed a charge which includes the first full hour, and an hourly rate thereafter, for photographic services while actually located at the site taking still pictures, under the direction of the Commission.

(1) charge for the first full working hour or fraction thereof.	35/yr.	calls	\$25.00	\$875.00
(2) Charge for each additional hour after first full hour. Fractional parts of a working hour shall be prorated on the hourly rate in Item 19-B (2).	Quantity	Unit	Unit Price	Amount
	10/yr.	hour	\$ 10.00	\$ 100.00
GRAND TOTAL (All Items)				\$ 28,505.26

ARTICLE II - DESCRIPTION/SPECIFICATIONS

A. Description of Work Required

The work consists of furnishing all labor, material, and equipment in connection with processing and printing of negatives, and production of slides. Work orders and material to be processed by the Contractor will be picked up by the Contractor's messenger and delivered to the Contractor's place of business, as hereinafter specified. Finished products will be delivered by the Contractor to the Nuclear Regulatory Commission at 7920 Norfolk Avenue, Bethesda, Maryland. All contact prints and enlargements will have no more than 1/4" nor less than a 3/16" white border unless otherwise specified. Special cropping shall be performed as specified in job orders. In most cases, print-dodging and printing-in will be left to the best judgment and skills of a qualified laboratory technician (printer), however, specific instructions may be given with the order. All prints will be glossy and on a single weight paper unless otherwise specified. All prints will be developed for the highest quality results in accordance with the best standards of the photographic trade. The Contractor shall maintain or have ready access to sufficient supplies of materials to meet the requirements of the contract.

B. Color Work

Color work will consist of processing and printing film sizes 135mm to 8" x 10", processing and mounting 135mm slides and 8" x 10" vugraphs. Color film supplied by the Commission will be Ektachrome and Kodachrome reversal films, Ektacolor and Kodacolor, and Varicolor negative films. Copy negatives and duplicated transparencies will be required. Color prints in sizes 3" x 5" to 30" x 40" will also be required. All color work will be of top display quality, including color correction, masking, special dodging, printing-in, and cropping as indicated. Acceptability will be determined by the Commission's representative.

C. Processing

Black and white film, sizes under 4" x 5" will require fine grain processing, such as HC-110, Polydol, D-76, Microdol-X or comparable. Washing should be as thorough as possible in order to secure the maximum possible permanence of negatives and prints. Negatives and prints will have no more than .005 milligrams of residual hypo per square inch of film.

D. Quality and Acceptance of Work

All workmanship shall be first class, indicative of the highest standards of the photographic trade, in accordance with any applicable specifications, and performed to the satisfaction and with the approval of the Contracting Officer. All articles and materials incorporated in the work are to be of the most suitable grade of their respective kinds for the purpose. The Commission shall be the sole judge of the quality of work. Work not in accordance with the specifications or of unacceptable quality shall be remade by the Contractor at no expense to the Government.

In the event it is found that negatives are missing in a delivery, or that additional hand or camera operations such as retouching, opaquing, or remaking of negatives due to poor workmanship or material are required, the delivery will be considered incomplete and the Contractor declared in default of the delivery schedule until such work is finished or the missing items are received, and delivery is considered complete by the Contracting Officer.

E. Finished Products - Black and White and Color Film

1. All processed 4" x 5" films, negatives or transparencies shall be in separate transparent negative preserver envelopes open at two ends, and placed in individual brown kraft negative envelopes when returned to the Commission. Processed 220-120 size film shall be cut into strips of two exposures and packaged in glassine envelopes open on one end, then placed in individual 4" x 5" brown kraft negative envelopes.
2. Processed 35mm black and white and color negatives, 20 and 36 exposure rolls shall be cut into strips no longer than six frames and delivered in transparent negative preservers open on two ends, size 9-1/2 x 1-7/8 inches.
3. All 35mm transparencies and duplicates shall be mounted in 2" x 2" cardboard slide mounts, unless otherwise specified, and packaged in cardboard boxes holding up to 36 slides each.
4. The Contractor shall have equipment capable of holding up to 40 x 60 inch copy, and reducing it down to 35mm slides or larger sizes as may be required.
5. Negatives, slides, and vugraphs will be properly cleaned in order to produce the best possible reproduction. Whenever possible, slides and vugraphs will be removed from mounts before being reproduced, care being taken so as not to destroy I.D. numbers or other information on the mounts.

F. Job Orders

1. General. Job Orders for Services hereunder will be issued at the sole option of the Commission. However, the Commission agrees to order from the Contractor its ordinary Headquarters operation requirements for the services described herein which cannot be undertaken "in-house." The Contractor shall be obligated to perform the services specified in each Job Order issued hereunder during the term of this contract.
2. Ordering Services. Job Orders for services required hereunder shall be issued in writing, dated, and numbered. They shall set forth:

- a. The supplies or services being ordered;
- b. The quantities to be furnished;
- c. Delivery or performance dates;
- d. Place of delivery or performance; and
- e. Packing and shipping instructions, if any.

All job orders shall be issued by the Contracting Officer or his authorized representative.

ARTICLE III- PRESERVATION/PACKAGING/PACKING

The Contractor shall suitably package all materials returned to the Commission in snipping bundles to insure safe delivery to the point of origin and label or submit with each delivery a delivery ticket to reflect the Work Order number and such other details of the work delivered as the title of the work, if any, the number of characters of typewritten material and/or the number of pages of copy, etc., together with any other information which the parties may mutually agree on.

ARTICLE IV - DELIVERY

A. Deliveries

The ability of the successful contractor to make timely delivery of work is essential to the performance of this contract. All work requested will specify a scheduled due date which will be the maximum time allowed for completion and delivery of work. All normal job orders received by the Contractor shall be completed and delivered within 2 to 5 working days, as specified on each order. Job Orders specifying delivery within 4 to 24 hours is considered expedited, within the purview of Items No. 17 and 18. The Commission reserves the right to request expedited delivery of work which was originally ordered on a normal delivery basis, and the Contractor will be reimbursed therefor as set forth in the contract for expedited delivery. All work shall be delivered when completed or on the specified due date, whichever is earlier, no later than 4:00 p.m. unless otherwise authorized by the Contracting Officer or his authorized representative.

B. Delivery Tickets

The Contractor shall submit with each delivery of material a delivery ticket showing details of work delivered and may submit invoices monthly. Any necessary additional details regarding delivery tickets or invoices are to be agreed upon between the Contracting Officer and the Contractor.

ARTICLE V - RESERVED

ARTICLE VI - PERIOD OF PERFORMANCE

The period of performance under this contract shall be for a period of one (1) year commencing March 10, 1981 and ending March 9, 1982.

ARTICLE VII- PAYMENT

- A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (ARTICLE I), as herein provided.
- B. Partial payment shall be made at the prices indicated in the Schedule of Items/Prices upon inspection and written acceptance of the deliverable items.
- C. The contractor's invoice or public voucher shall identify the contract number and the nature and extent of the supplies/services for which payment is claimed. Invoices shall show a breakdown of all operations performed and identify each operation by corresponding item number and/or letter in the price schedules. Payment will be made on the basis of the actual number of units of each operation described in the specifications at the prices stipulated thereto in the price schedules hereof, less deductions, if any.

All invoices must be accompanied by one copy of respective Work Order and proof of shipment. Consignee's receipt properly signed and dated by consignee's representative will be acceptable as proof of shipment.
- D. If this contract provides for a discount, the contractor shall indicate the contract's discount terms (Block 16 of SF-33) on the face page of the invoice or voucher.

ARTICLE VIII-TOTAL AMOUNT OF CONTRACT

The estimated fixed price amount of this fixed price requirements contract is \$28,540.50.

ARTICLE IX - INSPECTION AND REVIEW OF WORK

A. Prior to Delivery

The Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled "Inspection." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall be for the purpose of providing coordination and technical guidance in interpretation of technical requirements.

* To be incorporated into any resultant Contract.

8. After Delivery

1. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.
2. Upon receipt of all deliverable items specified, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.
3. Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within 30 calendar days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 2 calendar days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 30 calendar days after receipt of the corrected items.
4. Completed work will be inspected by the Commission at 7920 Norfolk Avenue, Bethesda, MD.

ARTICLE X - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE XI - MINIMUM WAGE DETERMINATIONS AND FRINGE BENEFITS

Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under wage determination number 80-1038 dated Sept. 19, 1980 attached hereto and forming a part of this contract.

ARTICLE XII - CEILING

The Government shall not be obligated to pay the Contractor on Work Orders issued under this contract any amount in excess of the amount obligated under the contract. The Contractor shall not be obliged to continue performance of services on any Work Order by virtue of which the Government's obligation hereunder would exceed such ceiling amount set forth, unless and until the Contracting Officer shall have notified the Contractor in writing that such maximum amount has been increased and shall have specified in such notice a revised maximum amount. When and to the extent that the maximum set forth has been increased, any expenses incurred by the Contractor in excess of such ceiling prior to the increase shall be allowable to the same extent if such expenses had been incurred after such increase in the ceiling.

ARTICLE XIII - ESTIMATED REQUIREMENTS

Based upon past experience the quantities shown for each item and/or subitem of service listed in the schedule of this solicitation are estimates of the amount of work which may be required and ordered hereunder. Such estimated quantities are set forth for bid evaluation purposes only. No specific amount of work is either guaranteed or implied. The quantities to be ordered will depend entirely upon the Commission's requirements for its ordinary Headquarters operations, and the Commission will be obligated to pay only for work actually ordered and satisfactorily performed. If such requirements of the Commission fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustment hereunder.

ARTICLE IVX - CONTRACTOR'S LIABILITY

The Contractor shall be liable for any loss or injury to any material serviced under this contract which is caused by the Contractor's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise, but the Contractor shall not be liable, in the absence of a written agreement to the contrary, for any loss of or injury to the material, which could not be avoided by the exercise of such care.

ARTICLE XV - PROJECT OFFICER

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

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

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

*To be incorporated into any resultant contract

ARTICLE XVI - GENERAL PROVISIONS

This contract is subject to the Fixed Price Supply Contract General Provisions, dated 7/30/80 which incorporates the Standard Form 32 (Rev. 4/75) General Provisions and FPR Changes and Additions to Standard Form 32 General Provisions (6/76), attached hereto and made a part hereof by this reference.

FPR Changes and NRC Additions to Standard Form 32 General Provisions attached hereto and forming a part of this contract, is further modified as follows:

- 1) Clause No. 22 entitled "Utilization of Labor Surplus Area Concerns" is deleted in its entirety and substituted with the attached clause No. 47 entitled "Utilization of Labor Surplus Area Concerns (FPR 1-1.805-3)" in lieu thereof.
- 2) Clause No. 32 entitled "Minority Business Enterprises Subcontracting Program" is deleted in its entirety.
- 3) Clause No. 33 entitled "Preference For U. S. Flag Air Carriers" is deleted in its entirety.
- 4) Clause No. 48 entitled "Service Contract Act of 1965, As Amended" is added.
- 5) Clause No. 12 entitled "Disputes" is deleted in its entirety and substituted with the attached Clause No. 49 entitled "Disputes".
- 6) Clause No. 50 entitled "Utilization of Women-Owned Business Concerns" (Over \$10,000) is added.