

AWARD/CONTRACT

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

RATING

PAGE 57 PAGES

2. CONTRACT (Proc Inst Ident) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

3-851-6666

7/2/85

RFP No. ADM-85-234

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

U. S. Small Business Administration
Washington District Office
1111 18th Street, N. W., 6th Floor
Washington, D. C. 20417

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

Domus Design Studios, Inc.
2836 Duke Street
Alexandria, VA 22314

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (Spec. below)

9. DISCOUNT FOR PROMPT PAYMENT

Net

10. SUBMIT INVOICES

(4 copies unless other
wise specified) TO THE
ADDRESS SHOWN IN

ITEM

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

SEE PRIME CONTRACT

13. THIS
ACQUISITION
WAS (check
applicable box(es))

A. ADVERTISED

B. NEGOTIATED PURSUANT TO USC 637(a)

☐ 10 USC 2304(a)(1) ☒ 41 USC 252(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA

SEE PRIME CONTRACT

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

PHOTOGRAPHIC REPRODUCTION SERVICES

See Page 2 for Special 8(a) Subcontract Conditions

15G. TOTAL AMOUNT OF CONTRACT \$ 59,166.25

16. TABLE OF CONTENTS

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	2
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS CONDS AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is re-
quired to sign this document and return 6 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, representa-
tions, certifications, and specifications, as are attached or incorporated by
reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) You
offer on Solicitation Number _____
including the additions or changes made by you which additions or changes
are set forth in full above, is hereby accepted as to the items listed above and
on any continuation sheets. This award consummates the contract which con-
sists of the following documents: (a) the Government's solicitation and your
offer, and (b) this award/contract. No further contractual document is neces-
sary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Sheila I Pratt

SECRETARY/TREASURER

20A. NAME OF CONTRACTING OFFICER

JANE PALSGROVE BUTLER

Contracting Officer

19B. NAME OF CONTRACTOR

BY Sheila I Pratt
(Signature of person authorized to sign)

19C. DATE SIGNED

6/24/85

20B. UNITED STATES OF AMERICA

BY J Butler
(Signature of Contracting Officer)

20C. DATE SIGNED

7/8/85

SECTION I - CONTRACT CLAUSES

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS. (APR 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-10-85-234 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Domus Design Studios, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-10-85-234 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(End of clause)

(AV 1-1.713-3(e)(1))

SECTION J - List of Attachments

Contract No. NRC-10-85-234 between the Nuclear Regulatory Commission and the Small Business Administration.

AWARD/CONTRACT		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BOSA REG 2 AND/OR DMS REG 1		PAYING		PAGE 1 OF 1	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-85-234		3. EFFECTIVE DATE 7/2/85		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. ADM-85-234			
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts, A/R 2223 Washington, D. C. 20555		CODE		6. ADMINISTERED BY (If other than Item 5)		CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) U.S. Small Business Administration Washington District Office 1111 18th Street, N. W., 6th Floor Washington, D. C. 20417		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT Net	
10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN		ITEM See Block 12	

CODE		FACILITY CODE	
11. SHIP TO/MARK FOR U.S. NRC ATTN: Daniel Dehn, M/S P-034 Washington, D. C. 20417		12. PAYMENT WILL BE MADE BY U.S. NRC Division of Accounting & Finance/ORM, ATTN: GOV/COM Accounts Section, Washington, D. C. 20555	
13. THIS ACQUISITION WAS (Check appropriate box(es)) A ADVERTISED B NEGOTIATED PURSUANT TO USC 637(a) <input type="checkbox"/> 10 USC 2304(a)(1) <input checked="" type="checkbox"/> 41 USC 252(c)(15)		14. ACCOUNTING AND APPROPRIATION DATA B&R No. 48-20-24-4-28 APPN No. 31X0200.405 OBLIGATION: \$26,000.00	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
		15E. UNIT PRICE	15F. AMOUNT

The U.S. Nuclear Regulatory Commission (NRC) hereby accepts Domus Design Studios, Inc.'s proposal dated June 6, 1985, submitted in response to RFP-RS-ADM-85-234, as revised by discussions of June 13, 1985, all of which are incorporated herein, to provide photographic reproduction services as set forth herein. Refer to the attached page for incorporation of administrative changes. See Clause 52.2.9-11 for Special 8(a) Contract Conditions.

This is an incrementally funded fixed price requirements contract.

15G. TOTAL AMOUNT OF CONTRACT \$59,166.25

16. TABLE OF CONTENTS									
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X	C	DESCRIPTION/SPEC'S WORK STATEMENT	10	X	J	LIST OF ATTACHMENTS	34		
X	D	PACKAGING AND	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE	13	K	L	M	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	13						
X	G	CONTRACT ADMINISTRATION DATA	15						
X	H	SPECIAL CONTRACT REQUIREMENTS	17						

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number _____ 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) JANE PALSGROVE BUTLER Contracting Officer		20A. NAME OF CONTRACTING OFFICER Timothy F. Hagan, Contracting Officer	
19B. NAME OF CONTRACTOR BY <u>J.P. Butler</u> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <u>Timothy F. Hagan</u> (Signature of Contracting Officer)	
19C. DATE SIGNED 7/8/85		20C. DATE SIGNED 6/24/85	

The following administrative changes are hereby made:

Paragraph G.1 -- Project Officer is hereby completed as follows:

U. S. Nuclear Regulatory Commission
Attention: Daniel Dehn
Technical Information and Documentation Control
Mail Stop: P-034
Washington, D. C. 20555

Paragraph G.5 -- Contract Ceiling Amount is hereby completed as follows:

The total amount of this contract for the delivery and acceptance of the products/services stipulated in Section B.1 is \$59,166.25. The amount of funds available for performance under this contract is \$26,000.00. The contractor agrees to perform the work specified in the schedule and all obligations under this contract within this obligational ceiling. The ceiling may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor.

Paragraph H.7 -- Determination of Minimum Wages and Fringe Benefits is hereby completed as follows:

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number 84-426 (R-2) dated May 13, 1985, attached hereto as Attachment No. 4.

Section J -- List of Attachments

Attachment Number 4 is hereby completed as follows:

Wage Determination Number 84-426 (R-2) dated May 13, 1985

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Section B - <u>Supplies or Services and Prices/Costs</u>				
	B.1 <u>Brief Description of Work</u>				
	The contractor shall furnish all labor, material, facilities and equipment for the photographic requirements specified herein for a period of 24 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	40	NG	\$.50	\$ 20.00
	B. Roll film size 120 - 20 exposures (fine grain processing)	20	RL	\$ 1.75	\$ 35.00
	C. Roll film size 135 - 20 exposures	20	RL	\$ 1.75	\$ 35.00
	D. Roll film size 135 - 36 exposures	20	RL	\$ 1.75	\$ 35.00
	E. Roll film size 220 - 24 exposures	10	RL	\$ 1.75	\$ 17.50
2.	<u>Prints - Black and White</u>				
	<u>Size of Negatives</u>				
	<u>Size of Prints</u>				
	A. 24 x 35 mm and 120	20	PR	\$ 1.00	\$ 20.00
	B. 24 x 35 mm	100	PR	\$ 1.50	\$ 150.00
		300	PR	\$.75	\$ 225.00
	C. 24 x 35 mm to 4" x 5"	120	PR	\$ 1.60	\$ 192.00
		60	PR	\$.75	\$ 45.00

TWO YEAR
ESTIMATES

CONTINUATION SHEET

REF NO OF DOC BEING CONTD

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NAME OF OFFICE OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		TWO YEAR ESTIMATES			
2.	<u>Continued</u>				
	Prices offered under Items 2D through 2M should assume that approximately 3 percent of the prints will be on double weight matte paper.				
	<u>Size of Negatives</u>	<u>Size of Prints</u>			
	D. 24 x 35 mm to 4" x 5"	5" x 7"			
		First Print	300	PR \$ 1.95	\$ 585.00
		Duplicates	200	PR \$.95	\$ 190.00
	E. 24 x 35 mm to 8" x 10"	8" x 10"			
		First Print	2000	PR \$ 4.00	\$ 8000.00
		Duplicates	4000	PR \$ 1.50	\$ 6000.00
	F. 24 x 35 mm to 8" x 10"	11" x 14"			
		First Print	100	PR \$ 4.15	\$ 415.00
		Duplicates	50	PR \$ 1.90	\$ 95.00
	G. 24 x 36 mm to 8" x 10"	16" x 20"			
		First Print	20	PR \$ 9.00	\$ 180.00
		Duplicates	16	PR \$ 5.00	\$ 80.00
	H. 24 x 36 mm to 8" x 10"	20" x 24"			
		First Print	10	PR \$ 10.00	\$ 100.00
		Duplicates	10	PR \$ 6.75	\$ 67.50
	I. 24 x 36 mm to 8" x 10"	30" x 40"			
		First Print	10	PR \$ 26.00	\$ 260.00
		Duplicates	10	PR \$ 19.00	\$ 190.00
	J. Contact proofs sheets of either 4 strips 35 mm 20 exposures, 6 strips 35 mm 36 exposures, 3 strips of 120 roll or four 4" x 5" negatives or 8" x 10"		100	PR \$ 2.80	\$ 280.00
	<u>Prints - Black and White Contact Prints</u>				
	K. 8" x 10"	8" x 10"			
		First Print	200	PR \$ 3.00	\$ 600.00
		Duplicates	100	PR \$ 1.25	\$ 125.00
	L. 11" x 14"	11" x 14"			
		First Print	30	PR \$ 3.15	\$ 94.50
		Duplicates	10	PR \$ 1.75	\$ 17.50

CONTINUATION SHEET

REF NO OF DOC BEING CONT'D

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NAME OF OFFICE OF CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		TWO YEAR ESTIMATES			
3.	M. 16" x 20" 16" x 20"				
	First Print	20	PR	\$ 8.00	\$ 160.00
	Duplicates	100	PR	\$ 3.25	\$ 325.00
	<u>Prints - Black and White From Color</u>				
	<u>Negatives</u>				
	<u>Size of Negatives</u>	<u>Size of Prints</u>			
	A. 24" x 36 mm to 8" x 10"	5" x 7"			
		First Print	50	PR	\$ 2.15
		Duplicates	100	PR	\$ 1.00
					\$ 107.50
					\$ 100.00
	B. 24" x 36 mm to 8" x 10"	8" x 10"			
		First Print	50	PR	\$ 4.00
		Duplicates	100	PR	\$ 1.50
					\$ 200.00
					\$ 150.00
	<u>Copy Negative Black and White</u>				
	Original copy may be transparent or opaque material, continuous tone of line photographs, drawings, charts or other art work in either black or 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. Prices offered under Items 4.B, 4.D. and 4.F should include opaquing as required.				
	<u>Size of Negatives</u>				
	A. Up to 4" x 5" - Continuous Tone	200	NG	\$ 3.50	\$ 700.00
	B. Up to 4" x 5" - Line Negative	300	NG	\$ 2.50	\$ 750.00
	C. 8" x 10" - Continuous Tone	30	NG	\$ 3.75	\$ 112.50
	D. 8" x 10" - Line Negative	500	NG	\$ 3.50	\$ 1750.00
	E. 11" x 14" - Line Negative	50	NG	\$ 3.90	\$ 195.00

CONTINUATION SHEET

REF NO OF BOX SERIAL CONT'D

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		TWO YEAR ESTIMATES			
4.	<u>Continued</u>				
	<u>Size of Negatives</u>				
	F. 16" x 20" - Line Negative	20	NG	\$ 6.90	\$ 138.00
5.	<u>35mm Slides</u>				
	Original copy may be transparent or opaque material, continuous tone or line photographs, drawings, charts, or other art work in either black or white or color. Slides may be up to 40" x 60".				
	A. Black and White Positive	First Slide	200	SL	\$ 3.25
		Duplicates	100	SL	\$ 2.00
					\$ 650.00
					\$ 200.00
	B. Black and White Negative	First Slide	150	SL	\$ 2.15
		Duplicates	100	SL	\$ 1.00
					\$ 322.50
					\$ 100.00
	C. Black and White Positive slide with color gelatin added (yellow, blue, red or green)	First Slide	200	SL	\$ 3.30
		Duplicates	100	SL	\$ 2.15
					\$ 660.00
					\$ 215.00
	D. Black and White Negative slide with color gelatin added (yellow, blue, red or green)	First Slide	100	SL	\$ 2.30
		Duplicates	50	SL	\$ 1.15
					\$ 230.00
					\$ 57.50
	E. Color Slide	First Slide	600	SL	\$ 2.50
		Duplicates	300	SL	\$.75
					\$ 1500.00
					\$ 225.00
	F. Diazo Slide (Red, green or blue)	First Slide	200	SL	\$ 3.25
		Duplicates	100	SL	\$ 2.25
					\$ 650.00
					\$ 225.00
	G. Color Slides - 35 mm color slide	First Slide	150	SL	\$ 2.75
					\$ 412.50
	(Print film) from color negative sizes 110 to 8" x 10"	Duplicates	300	SL	\$ 1.15
					\$ 345.00

CONTINUATION SHEET

REF. NO. OF DOC. BEING QUOTED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		TWO YEAR ESTIMATES			
6.	<u>35mm Duplicate Slides from 35mm Original</u>				
	A. Black and White First Slide	50	SL	\$ 2.25	\$ 112.50
	Duplicate	100	SL	\$.95	\$ 95.00
	B. Color First Slide	800	SL	\$.75	\$ 600.00
	Duplicates	600	SL	\$.50	\$ 300.00
7.	<u>Mounted Vugraphs from Supplies Art, Photos, or Transparencies, 35mm to 40" x 60"</u>				
	A. Negative Vugraph (Line)	100	VU	\$ 3.50	\$ 350.00
	B. Positive Vugraph (Line or Continuous Tone)	300	VU	\$ 6.00	\$ 1800.00
	C. Color Vugraph (Ektachrome)	80	VU	\$ 8.50	\$ 680.00
8.	<u>Mounted Vugraphs from Supplies Negatives, Sizes 35mm to 8" x 10"</u>				
	A. Black and White (Line or Continuous Tone)				
	- First Vugraph	100	VU	\$ 3.75	\$ 375.00
	- Duplicates	80	VU	\$ 2.75	\$ 220.00
	B. Color (Print Film)				
	- First Vugraph	50	VU	\$ 7.75	\$ 387.50
	- Duplicates	30	VU	\$ 5.25	\$ 157.50
9.	<u>Diazo Vugraphs</u>				
	Diazo vugraph from 8" x 10" line negative	,150	VU	\$ 3.50	\$ 525.00
10.	<u>Processing Only Color Negatives. Roll and Sheet</u>				
	A. 135 - 20 exposures, Vericolor and Kodacolor films	10	RL	\$ 2.15	\$ 21.50
	B. 135 - 36 exposures, Vericolor and Kodacolor films	60	RL	\$ 2.15	\$ 129.00
	C. 120 - 12 exposures, Vericolor and Kodacolor films	20	RL	\$ 2.15	\$ 43.00
	D. 220 - 24 exposures, Vericolor and Kodacolor films	10	RL	\$ 2.15	\$ 21.50

CONTINUATION SHEET

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NAME OF OFFICE OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		TWO YEAR ESTIMATES			
10.	<u>Continued</u>				
	E. 4" x 5" Type "L"	10	SH	\$.75	\$ 7.50
	F. 4" x 5" Type "S"	10	SH	\$.75	\$ 7.50
11.	<u>Color Copy Negatives from Art or Photos, Up to 40" x 60"</u>				
	A. 4" x 5" Negatives	80	NG	\$ 5.00	\$ 400.00
	B. 8" x 10" Negatives	10	NG	\$ 6.00	\$ 60.00
12.	<u>Color Internegatives from Color Transparencies. 35 mm to 8" x 10"</u>				
	A. 35 mm Internegatives (6011)	50	NG	\$ 2.25	\$ 112.50
	B. 4" x 5" Internegatives (4112)	200	NG	\$ 5.00	\$ 1000.00
	C. 8" x 10" Internegatives	10	NG	\$ 6.00	\$ 60.00
13.	<u>Process, Mount and Number Color Reversal 35 mm Film</u>				
	A. 135 - 20 exposures, Ektachrome	50	RL	\$ 4.75	\$ 237.50
	B. 135 - 36 exposures, Ektachrome	300	RL	\$ 4.75	\$ 1425.00
	C. 135 - 20 exposures, Kodachrome	50	RL	\$ 4.75	\$ 237.50
	D. 135 - 36 exposures, Kodachrome	100	RL	\$ 6.50	\$ 650.00
14.	<u>ESP or "PUSH" Processing Ektachrome 35 mm Film</u>				
	A. 135 - 20 exposures, Ektachrome	10	RL	\$ 6.00	\$ 60.00
	B. 135 - 36 exposures, Ektachrome	20	RL	\$ 6.00	\$ 120.00
15.	<u>Type R Color Prints from 35 mm Color Slides</u>				
	A. 5" x 7" First Print	50	PR	\$ 3.65	\$ 182.50
	Duplicates	30	PR	\$ 2.65	\$ 79.50
	B. 8" x 10" First Print	50	PR	\$ 7.00	\$ 350.00
	Duplicates	30	PR	\$ 5.00	\$ 150.00

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CONTINUATION SHEET

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REVISED

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		TWO YEAR ESTIMATES			
18.	<u>Continued</u> D. Charge for each additional hour after first full hour. Fractional parts of a working hour shall be prorated on the hourly rate set forth under this Item 18.D	20	HR	\$ 15.00	\$ 300.00
	ESTIMATED AMOUNT (Item Nos. 1 through 16)-----				\$ 44809.00
	ESTIMATED AMOUNT (Item Nos. 1 through 18)-----				\$ 47964.00
19.	Expedited delivery in accordance with requirements specified under F.3 A. Percentage of price increase per unit for expedited work ordered to be performed during regular workdays. (It is estimated that 10 percent of all work would be ordered on this basis.) 100% X (10% of total estimated amount Items 1 through 16) = 4480.90	N/A		N/A	\$ 4480.90
	B. Percentage of price increase per unit for expedited work ordered to be actually performed on other than regular workdays. (It is estimated that 10 percent of all work will be ordered to be performed on other than regular workday.) 150% X (10% of total estimated amount Items 1 through 16) = 6721.35	N/A		N/A	\$ 6721.35
	TOTAL ESTIMATED AMOUNT-----				\$ 59166.25

E.2 Remittance Address

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

Name: _____

Address: _____

N/A

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

The contractor shall furnish 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 shall be picked up at NRC by the contractor's messenger and delivered to the contractor's place of business, as hereinafter specified. Finished products shall be delivered by the contractor to the U.S. Nuclear Regulatory Commission at 7920 Norfolk Avenue, Bethesda, Maryland. All contract prints and enlargements will have no more than 1/4" nor less than 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 shall be glossy and on a single weight paper unless otherwise specified. All prints shall 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.

C.1.1 Color Work

Color work shall consist of processing and printing film sizes 135 mm to 8" x 10", processing and mounting 135 mm 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 duplicates transparencies will be required. Color prints in sizes 3" x 5" to 30" x 40" shall also be required. All color work shall be of top display quality, including color corrections, masking, special dodging, printing-in, and cropping as indicated. Acceptability will be determined by the Project Officer.

C.1.3 Processing

Black and white film, sizes under 4" x 5" shall 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 performance of negatives and prints. Negatives and prints shall have no more than .005 milligrams of residual hypo per square inch of film.

C.1.4 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 specification, 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 Project Officer and/or the Contracting Officer 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 shall 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.

C.1.5 Finished Products - Black and White and Color Film

- A. All processed 4" x 5" film 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 packages in glassine envelopes open on one end than placed in individual 4" x 5" brown kraft negative envelopes.
- B. Processed 35 mm 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.
- C. All 35 mm 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.
- D. The contractor shall have equipment capable of holding up to 40" x 40" copy, and reducing it down to 35 mm slides or larger sizes as may be required.

- E. Negatives, slides, and vugraphs shall be properly cleaned in order to produce the best possible reproduction. Whenever possible, slides and vugraphs shall be removed from mounts before being reproduced, care being taken so as not to destroy I.D. numbers or other information on the mounts.

C.1.6 Job Orders

- A. 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.
- B. Ordering Services. Job Orders for services required hereunder shall be issued in writing, dated, and numbered. They shall set forth:
- (1) The supplies or services being ordered;
 - (2) The quantities to be furnished;
 - (3) Delivery or performance dates;
 - (4) Place of delivery or performance; and
 - (5) Packing and shipping instructions, if any.

All Job Orders shall be issued by the Contracting Officer or his authorized representative.

C.1.7 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 those 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 a maximum of 8 hours of receipt of assignment.

- A. Mileage and Travel (At the Prices Set Forth Under Items 18.A and 18.B of the Price Schedule)

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.

B. Still Pictures (At the Prices Set Forth Under Items 18C and 18D of the Price Schedule)

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, subject to the approval of the NRC Project Officer.

Section D - Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

E.1 Place of Inspection and Acceptance

- A. Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.

Section F - Deliveries and Performance

F.1 Deliveries

The ability of the 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.

F.2 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 Section F - Deliveries and Performance. A charge for each trip will be allowed as set forth under Item 17 of the Price Schedule.

F.3 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 four (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 work day.

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 Section F - Deliveries and Performance.

F.4 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.

F.5 Place of Delivery

The items to be furnished hereunder shall be delivered, with all transportation charges paid by the Contractor, except when line items 18 and 19 are in effect to:

U.S. Nuclear Regulatory Commission
Attn: Daniel Dehn, P-034
Washington, D.C. 20555

- * Project Officer (copies)
Division of Contracts (1 copy)

F.6 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue to completion thereof, estimated to occur within twenty-four months after said contract is effective. The estimated completion date is June 30, 1987.

Section G - Contract Administration Data

G.1 Project Officer

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

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

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

- B. Name and Mail Code: *
Office Address: *

Telephone Number: *

* To be incorporated into any resultant contract

G.2 Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:

- (1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

- (2) The date the supplies are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies in accordance with the terms of the contract.
- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.3 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.

- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.4 Interest on Overdue Payments

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

G.5 Contract Ceiling Amount

The total amount of this contract for the delivery and acceptance of the products/services stipulated in Section B.1 is * . The amount of funds available for performance under this contract is * . The contractor agrees to perform the work specified in the schedule and all obligations under this contract within the ceiling price. The ceiling may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor.

* To be incorporated into any resultant contract.

Section H - Special Contract Requirements

H.1 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H.2 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H.3 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.4 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.5

Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.
- (c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.
- (d) Disclosure after award.
- (1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).
- (2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.
- (e) Access to and use of information.
- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

- (i) Use such information for any private purpose until the information has been released to the public;
 - (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
 - (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or
 - (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.
- (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

H.6 Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

(b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
2. Contact person and telephone number
3. Name and address of financial institution
4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of financial institution
6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
9. Telegraphic abbreviation of correspondent financial institution
10. Signature and title of person supplying this information

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

H.7

Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number * date * attached hereto as Attachment Number 4.

* To be incorporated into any resultant contract.

H.8 Estimated Requirements

The quantities listed in Section B. of this solicitation are estimates of the amount of work which may be required and ordered hereunder. If such requirements fail to materialize, such failure shall not constitute grounds for equitable adjustment hereunder.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS. (APR 1984)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U. S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(End of clause)
(AV FPR 1-1.713-3(d)(1))

FPR TEMP. REG 76 SERVICE CONTRACT ACT

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraph of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable

wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage

rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150).

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0159).

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contract pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class

Monetary
Wage-Fringe
Benefits

-
1. Photographer
 2. Film Processor
 3. Clerk-Typist
 4. Messenger

\$

(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-4/3, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to

journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however; that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized.

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received):

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of the clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, the employees or their representatives.

(FPR Temporary Regulation 76)

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

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

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

Section E

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984)

Section F

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

Section I

- 52.202-1 DEFINITIONS. (APR 1984)
 52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
 52.203-3 GRATUITIES. (APR 1984)
 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
 52.215-2 AUDIT--NEGOTIATION. (APR 1984)
 52.216-21 REQUIREMENTS
 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
 DISADVANTAGED BUSINESS CONCERNS. (APR 1984)
 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
 52.222-1 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 ACT--OVERTIME
 COMPENSATION--GENERAL. (APR 1984)
 52.222-26 EQUAL OPPORTUNITY. (APR 1984)
 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
 VETERANS (APR 1984)
 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
 52.222-42 STATEMENT OF EQUIVALENT FEDERAL WAGE RATES. (APR 1984)

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 CLAUSE IS FOR INFORMATION ONLY; IT IS NOT A
 WAGE DETERMINATION

Employee Class	Hourly Compensation		Total
	Wages	Fringe Benefits	
Photographer	\$11.10		
Film Processor	6.65		
Clerk/Typist	5.70		
Messenger	5.95		

(End of clause)
 (R 7-2003.84 1979 SEP)
 (R 1-12.904-1(1))

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT).
(APR 1984)
52.232-1 PAYMENTS. (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (APR 1984)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)
52.233-1 DISPUTES. (APR 1984)
52.243-1 CHANGES--FIXED-PRICE. (APR 1984)
52.244-5 COMPETITION IN SUBCONTRACTING. (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)

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	Listing of NRC Locations
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	Billing Instructions
4	*Wage Determination No. _____ Dated _____

*To be incorporated into resultant contract.

NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE
(See Instructions on Reverse)

1. NOTICE NO.

A 1545454

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, D.C. 20210

2. Estimated solicitation date (use numerals)

Month	Day	Year
05	28	85

3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)

Month	Day	Year
06	28	85

4. Date contract performance to begin (use numerals)

Month	Day	Year
07	03	85

5. PLACE(S) OF PERFORMANCE

Washington, DC and vicinity

6. SERVICES TO BE PERFORMED (describe)

Photographic Reproduction Services

7. INFORMATION ABOUT PERFORMANCE

A. ☒ Services now performed by a contractor B. ☐ Services now performed by Federal employees C. ☐ Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

Domus Design Studios, Inc.

b. Number(s) of any wage determination(s) in incumbent's contract

82-426 dated 5/14/84

3260 Duke Street

Alexandria, VA 22314

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important Attach copies of current applicable collective bargaining agreements

RESPONSE TO NOTICE
(by Department of Labor)

A. ☒ The attached wage determination(s) listed below apply to procurement.

Ed. 421 (K2)

B. ☐ As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. ☐ From information supplied, the Service Contract Act does not apply (see attached explanation).

D. ☐ Notice returned for additional information (see attached explanation).

9. OFFICIAL SUBMITTING NOTICE

SIGNED

DATE

TYPE OR PRINT NAME

TELEPHONE NO.

Joyce P. Bazin

4/25/85

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Mrs. Joyce P. Bazin, A/R-2223
Washington, DC 20555

Signed: *Charles D. Strain*
(U.S. Department of Labor)

MAY 13 1985

(Date)

to claim
official should
sign his name and
should be entered. Enter

STANDARD FORM 96a

February 1973

U.S. DEPARTMENT OF LABOR
Employment Standards Administration

NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE
(Attachment A)

11 NOTICE NO

12 CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT

13 NUMBER OF
EMPLOYEES
IN EACH CLASS

14 HOURLY WAGE RATE
THAT WOULD BE
PAID IF FEDERALLY
EMPLOYED

Photographer

1

Film Processor

1

Clerk/Typist

1

Messenger

1

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

W. M. Otter

W. M. Otter

Administrator

FP000
A0885

Page 1 of 2

LOCALITY	State: <u>District of Columbia-Maryland-Virginia</u>	DC-MD
	Area: <u>Washington, D.C. Metropolitan Area</u>	VA

Wage determination number: 82-426 (Rev. - 2) Date: 1-24-85

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

Photo lab technician

1. District of Columbia
Washington, D.C. (001) \$5.87
2. Maryland
Montgomery (031) and Prince Georges
(033) Counties 5.37

Calvert (009), Charles (017) and
St. Mary's (037) Counties 5.18
3. Virginia
Prince William (153) County 4.94

Cities of Alexandria (201), Fairfax (267)
and Falls Church (217) 5.37

Counties of Arlington (013) and Fairfax
(059) 5.37

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

Page 2 of 2

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

W. M. Otter

W. M. Otter

Administrator

LOCALITY

State: ~~District of Columbia-Maryland-Virginia~~ DC-MD
Area: Washington, D.C. Metropolitan Area

Wage determination number:

82-426 (Rev. 2)

Date:

1-24-85

Class of service employee

Minimum
hourly
wage

Fringe benefit payments

Health &
Welfare

Vacation

Holiday

Other

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

1/

2/

3/

1/ \$.32 an hour or \$12.80 a week or \$55.46 a month.

2/ 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 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. (Reg. 4.171(b)(2).)

3/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Columbus 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).

Any class of service employee required in the performance of the contract but not listed above shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed above, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations 29 CFR 4).