

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04-10-2000		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. DR-00-0042, Mod. #1		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Randall Brown,			
4. REQUISITION/REFERENCE NO. 84000016		b. STREET ADDRESS Mail Stop T-3A2				c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Elinor Cunningham, 301-415-6580 Contract Management Br. #1, M.S. T-712 Washington DC 20555		7. TO:		d. STATE DC		e. ZIP CODE 20555	
a. NAME OF CONTRACTOR Safety Management Associates		f. SHIP VIA				8. TYPE OF ORDER	
b. COMPANY NAME Attn: Neil Temple		<input checked="" type="checkbox"/> a. PURCHASE ORDER				<input type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 11300 Lifting Lane		Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Fairfax Station		e. STATE VA		f. ZIP CODE 22039-1718			
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: S8455 B&R NO: 084-15-512-110 BOC: 252A FUND SOURCE: 31X0200				10. REQUISITIONING OFFICE HR			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT Destination		13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE	
a. INSPECTION		b. ACCEPTANCE		Stated on original		Stated on original	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Refer to Purchase Order DR-00-0042 dated 02/03/2000 for perform full comprehensive safety, health and fire protection survey and modify as follows:</p> <p>To incorporate in this order, partial payment is authorized after completion of each survey work and each final report for Item Numbers 1 - 4 listed on the original order.</p> <p>The monetary amount remains the same.</p> <p>All other terms and conditions remains unchanged.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL	
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:					17(h) TOTAL (Cont. pages)
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer						\$2,995.00	
b. STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4 (SUBMIT INVOICE IN DUPLICATE)							17(i). GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Elinor Cunningham	
		TITLE: CONTRACTING/ORDERING OFFICER	

Template = ADM-001

ADM02

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02-03-2000		2. CONTRACT NO. (If any)		6. SHIP TO:			
3. ORDER NO. DR-00-0042		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Randall Brown,			
4. REQUISITION/REFERENCE NO. 84000016		b. STREET ADDRESS Mail Stop T-3A2				c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Elinor Cunningham, 301-415-6580 Contract Management Br. #1, M.S. T-712 Washington DC 20555		d. STATE DC		e. ZIP CODE 20555			
7. TO:		f. SHIP VIA				8. TYPE OF ORDER	
a. NAME OF CONTRACTOR Safety Management Associates		b. COMPANY NAME Attn: Neil Temple		<input checked="" type="checkbox"/> a. PURCHASE ORDER		<input type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 11300 Lilling Lane		d. CITY Fairfax Station		e. STATE VA		f. ZIP CODE 22039-1718	
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: S8455 B&R NO: 084-15-512-110 BOC: 252A FUND SOURCE: 31X0200		\$2,995.00		10. REQUISITIONING OFFICE HR			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	
13. PLACE OF		15. DELIVER TO F.O.B. POINT ON OR BEFORE	
a. INSPECTION		b. ACCEPTANCE	
		See below	
		16. DISCOUNT TERMS 1%-10; .5%-20; Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1	Contractor shall perform a full comprehensive safety, health and fire protection survey in accordance with the attached Statement of Work. Inspection Sites/Rates: One White Flint North, 11555 Rockville Pike, Rockville MD Square Feet: 238,076	1	EA	1,000.00	\$1,000.00	
2	Two White Flint North, 11545 Rockville Pike, Rockville, MD Square Feet: 298,768	1	EA	1,245.00	\$1,245.00	
3	NRC Warehouse, 5000 Boiling Brook Parkway Square Feet: 20,000	1	EA	500.00	\$500.00	
4	Gelman Building (Public Document Room), 2120 L Street, NW, Washington, DC Square Feet: 7,950	1	EA	250.00	\$250.00	
Period of Performance: February 3, 2000 through July 2, 2000 NRC Project Officer: Randall Brown, 301-415-7111 Contractor Contact: Neil Temple, 703 978-300 Contractor shall coordinate all survey dates with the NRC Project Officer.						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$2,995.00	SUBTOTAL		
21. MAIL INVOICE TO:									
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer						17(h) TOTAL (Cont. pages)	
		b. STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4 (SUBMIT INVOICE IN DUPLICATE)						\$2,995.00	17(i). GRAND TOTAL
		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555					

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Elinor Cunningham TITLE: CONTRACTING/ORDERING OFFICER	
--	--	--	--

STATEMENT OF WORK

BACKGROUND

Executive Order 12196 (Occupational Safety and Health Programs for Federal Employees) Part 1960 requires all federal agencies to perform annual workplace inspections. These inspections shall be performed by personnel with equipment and competence to recognize hazards. The contractor shall provide three references of client personnel verifying their level of performance.

SCOPE OF WORK

1. The contractor shall perform a full comprehensive safety, health and fire protection survey of the U.S. Nuclear Regulatory Commission Headquarters buildings located at 11545 and 11555 Rockville Pike, Rockville, Maryland; Warehouse building at 5000 Boiling Brook Parkway, Rockville, Maryland; and the Gelman building (Public Document Room) at 2120 L Street, N.W., Washington, DC. The survey shall include all office space, mechanical rooms, electrical closets, storage rooms, fire pump rooms, etc.
2. The contractor shall review safety and health surveys and abatement plans from the previous year while performing their inspection to ensure that all previous safety, health and fire protection deficiencies were abated. Deficiencies still in existence shall be noted in their surveys. These surveys and plans will be furnished to the contractor by the NRC Project Office.
3. The contractor shall schedule a pre-inspection and post-inspection conference with the Agency Safety and Health Manager and Facilities Management personnel.
4. The contract shall use the following codes and standards in identifying deficiencies: Occupational Safety and Health Administration (OSHA) Codes of Federal Regulations (CFR) 29 CFR 1960, 1910 and 1926, all National Fire Protection Association (NFPA) codes, all American Standards Institute (ANSI) standards, and General Services Administration (GSA) Occupational Safety and Health Handbook and recognized safe work practices.
5. The contractor shall provide inspectors that are certified by the American Society of Safety Engineers as a Certified Safety Professional (CSP), and have a minimum of seven years in performing safety and health surveys in industrial and office setting.
6. The contractor shall provide all necessary materials to conduct the inspection.

DELIVERABLES

1. The contractor shall complete each inspection within five (5) working days.
2. Within ten (10) working days, the contractor shall provide a detailed *Safety and Health Report*, for each building (4 draft reports and 4 final reports), that lists all deficiencies identified by description, location, the standard violated, and recommendations for corrective action. Additionally, the report shall include the class of the hazard, a hazard rating, and a proposed abatement schedule for each deficiency. All reports shall be provided to the NRC Project Officer (Agency Safety and Health Program Manager).

3. The NRC Project Officer shall provide comments back to the contractor within 11 working days. Comments will consist of addressing deficiencies identified in the contractor report that need clarification concerning code site, area of deficiency and corrective action. The contractor shall be available to meet for a minimum of one-hour to support any deficiency questioned.
4. Within seven (7) working days from receipt of NRC's comments, the contract shall provide the final report the NRC Project Officer.

PERIOD OF PERFORMANCE

The period of performance for completion of this project shall be five (5) months from the date of award.

The contractor shall contact the NRC Project Officer within one (1) day after notification of award to schedule the inspections.

SQUARE FOOTAGE OF THE NRC BUILDINGS

- 1 - One White Flint North - 11555 Rockville Pike - 238,076 square feet
- 2 - Two White Flint North - 11545 Rockville Pike - 298,768 square feet
- 3 - Warehouse & Shooting Range - ⁵⁰⁰⁰~~4000~~ Boiling Brook Parkway - 20,000 square feet
- 4 - Gelman (Public Document Room) - 2120 L Street N.W. - 7,950 square feet

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.203-3	GRATUITIES	APR 1984
52.211-16	VARIATION IN QUANTITY	APR 1984
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED PRICE	AUG 1987
52.213-3	ALTERNATE I (APR 1994) NOTICE TO SUPPLIER	APR 1984

**A.2 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (JUN 1999)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (Aug 1998).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Jun 1997).

(vi) 52.233-1, Disputes (Dec 1998).

(vii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-3, Buy American Act--Supplies (JAN 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was--

(A) Under \$25,000; or

(B) Set aside for small business concerns, regardless of

dollar value).

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the

Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF
INTEREST

A.4 Other Applicable Clauses

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

- [] 52.216-18, Ordering
- [] 52.216-19, Order Limitations
- [] 52.216-22, Indefinite Quantity
- [] 52.217-6, Option for Increased Quantity
- [] 52.217-7, Option for Increased Quantity Separately
Priced Line Item
- [] 52.217-8, Option to Extend Services
- [] 52.217-9, Option to Extend the Term of the Contract

A.5 ELECTRONIC PAYMENT

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

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

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

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

A.6 SEAT BELTS

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