

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1 REQUISITION NO
ADM-02-139; 6/6/02

PAGE 1 OF
21

2 CONTRACT NO NRC-10-02-139	3 AWARD/EFFECTIVE DATE 09-02-2002	4 ORDER NO	MODIFICATION NO	5 SOLICITATION NO	6 SOLICITATION ISSUE DATE
7 FOR SOLICITATION INFORMATION CALL	a NAME			b TELEPHONE NO (No Collect Calls)	8 OFFER DUE DATE/LOCAL TIME
9 ISSUED BY		CODE	10 THIS ACQUISITION IS		11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

U.S. Nuclear Regulatory Commission
Div of Contracts
Contract Management Center No. 2
Mail Stop TWEN 712
Washington, DC 20555

☒ UNRESTRICTED
☐ SET ASIDE 0 % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ 8(A)

☐ SEE SCHEDULE

☐ 13a THIS CONTRACT IS A RATED ORDER UNDER
DPAS (15 CFR 700)

13b RATING N/A

14 METHOD OF SOLICITATION

☐ RFQ ☐ IFB ☒ RFP

12 DISCOUNT TERMS
N/A

15 DELIVER TO	CODE	16 ADMINISTERED BY	CODE
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U.S. Nuclear Regulatory Commission
Admin. Service Center
OWFN Building, Room 2-B2
11555 Rockville Pike
Rockville, MD 20555

U.S. Nuclear Regulatory Commission
Div of Contracts
Contract Management Center No. 2
Two White Flint North Bldg. - MS T-712
Washington, DC 20555

17a CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY	CODE
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Wash. Metro Area Transit Authority
ATTN: Terry M. Lewis
Senior Business Development Account Exe.
600 Fifth Street, N.W.
Washington, DC 20001

U.S. Nuclear Regulatory Commission
Office of the Controller
Payment Team, Mail Stop T-9-H-4
ATTN: (insert contract number)
Washington DC 20555

TELEPHONE NO	17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
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☐ SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See Section B.1.3 for Schedule.				

25 ACCOUNTING AND APPROPRIATION DATA
B&R No.: 24015-511306 Job Code: D2322 BOC: 1250
APPN No.: X0200 OBLIGATED AMOUNT: \$135,000.00

26 TOTAL AWARD AMOUNT (For Govt. Use Only)
\$150,000.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN		

29 AWARD OF CONTRACT REFERENCE OFFER
DATED YOUR OFFER ON SOLICITATION (BLOCK
5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
30c DATE SIGNED	31c DATE SIGNED

A.F. MADEN - CONTRACTING OFFICER

9/11/2002

Mary H. Mace

8/28/02

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE- ADM001

ADM02

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SECTION B - CONTINUATION BLOCK

B.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

B.1.1 PROJECT TITLE

The title of this project is as follows:

Purchase of Public Transit Fare Media

B.1.2 BRIEF DESCRIPTION OF WORK

a. Brief description of work:

The purpose of this contract is to provide NRC with a means by which it can obtain public transit fare media for resale to its employees at discounts.

b. Orders will be issued for public transit fare media by the NRC in accordance with 52.216 - Ordering. Only NRC Contracting Officers or other individuals specifically authorized under this contract may place orders under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.1.3 SCHEDULE

Upon receipt of a work order by the NRC Project Officer or NRC authorized personnel, the Contractor shall provide Metrocheks and SmarTrip cards on a monthly basis in accordance with Section B.2, "Statement of Work," at the rates set forth below. Actual employee usage will vary based upon employee applications.

	BASE YEAR: 9/02/02 - 9/01/03	Estimated Quantity	Unit	Unit Price	Amount
A001	Furnish Metrocheks (Estimated 1540 per month)		EA.	SEE NOTE 1 BELOW	
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis			SEE NOTE 2 BELOW	

NOTE 1: Metrocheks shall be purchased in denominations of \$1.00; \$5.00; \$10.00; \$16.00; \$20.00; \$21.00; and \$30.00.

NOTE 2: Transportation benefits values will be downloaded to employee's SmarTrip cards in denominations up to \$100.00.

BASE YEAR: 9/02/02 - 9/01/03		Estimated Quantity	Unit	Unit Price	Amount
A003	Furnish electronic "SmarTrip" cards for use in providing monthly transit subsidies in electronic format vs. standard Metrocheks			SEE NOTE 2 BELOW	
Total Cost for Base Year:					\$150,000.00
FIRST OPTION YEAR: 9/02/03 - 9/01/04		Estimated Quantity	Unit	Unit Price	
A001	Furnish Metrocheks (Estimated 1540 per month)		EA.	SEE NOTE 1 BELOW	
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis			SEE NOTE 2 BELOW	
A003	Furnish electronic "SmarTrip" cards for use in providing monthly transit subsidies in electronic format vs. standard Metrocheks			SEE NOTE 2 BELOW	
Total Cost for First Option Year:					\$655,000.00

NOTE 1: Metrocheks shall be purchased in denominations of \$1.00; \$5.00; \$10.00; \$16.00; \$20.00; \$21.00; and \$30.00.

NOTE 2: Transportation benefits values will be downloaded to employee's SmarTrip cards in denomination up to \$100.00.

	SECOND OPTION YEAR: 9/02/04 - 9/01/05	Estimated Quantity	Unit	Unit Price	Amount
A001	Furnish Metrocheks (Estimated 1540 per month)		EA.	SEE NOTE 1 BELOW	
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis			SEE NOTE 2 BELOW	
A003	Furnish electronic "SmarTrip" cards for use in providing monthly transit subsidies in electronic format vs. standard Metrocheks			SEE NOTE 2 BELOW	
Total Cost for Second Option Year:					\$688,000.00

	THIRD OPTION YEAR: 9/02/05 - 9/01/06	Estimated Quantity	Unit	Unit Price	
A001	Furnish Metrocheks (Estimated 1540 per month)		EA.	SEE NOTE 1 BELOW	
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis			SEE NOTE 2 BELOW	
A003	Furnish electronic "SmarTrip" cards for use in providing monthly transit subsidies in electronic format vs. standard Metrocheks			SEE NOTE 2 BELOW	
Total Cost for Option Year Three:					\$688,000.00

NOTE 1: Metrocheks shall be purchased in denominations of \$1.00; \$5.00; \$10.00; \$16.00; \$20.00; \$21.00; and \$30.00.

NOTE 2: Transportation benefits values will be downloaded to employee's SmarTrip cards in denomination up to \$100.00.

TOTAL AMOUNT FOR BASE YEAR, AND FIRST OPTION, SECOND OPTION, AND
AND THIRD OPTION YEARS:

\$2,181,000.00

B.1.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$150,000.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$135,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

DESCRIPTION/SPECIFICATION/WORK STATEMENT

B.2 STATEMENT OF WORK

B.2.1 PURCHASE DESCRIPTION

The Contractor shall provide Metrocheks to be used in support of the Transit Benefit Program established by the Nuclear Regulatory Commission (NRC).

B.2.2 BACKGROUND

The Nuclear Regulatory Commission has a policy aimed at encouraging the use of public transportation. In order to increase ridership on public transportation, the NRC has decided to continue offering transit benefits to its employees. Federal agency participation in specific transit benefit programs is authorized by Section 629 of P.L. 103-172 and its predecessor, P.L. 101-509.

A transit benefit program can only be successful if it truly results in increased use of public transportation. Thus,

the benefit provided needs to be issued in the form of a ticket, voucher, or fare media other than cash. The Washington Metropolitan Area Transit Authority (WMATA) has a fare media program which is participated in by virtually all transportation providers in the Washington, D.C. area. WMATA issues "metrocheks" which may be purchased directly from WMATA and subsequently changed for fare by participating providers. In addition, SmarTrip cards will be purchased to provide the NRC employee the ability to electronically place the dollar value of an employee's transit benefits directly on the "SmarTrip" card.

The NRC wishes to use the Metrochek program to continue its employee transit benefit program. Thus, the purpose of this contract is to obtain "metrocheks" and "SmarTrip" cards as the fare media for continuation of the NRC employee transit benefit program.

B.2.3 TRANSIT FARE MEDIA REQUIREMENTS

NRC requires fare media for use by NRC personnel on public transportation in the Washington Metropolitan area. The fare media shall consist of non-time-sensitive Metrorail farecards which may be used to acquire the actual fare media necessary for the employees' means of commuting from any participating public transportation organization. The fare media shall be new and of the best grade for the purpose intended. The farecards shall be free from defects and fully operational upon receipt by NRC. The value of the farecard shall include the bonus offered to the general public for comparable quantities under similar terms and conditions.

B.2.5 PLACEMENT OF ORDERS

Orders to purchase the SmarTrip cards and for electronic placement of transit benefit values on the SmarTrip card will be done in accordance with the attached WMATA Metrochek/Smart Benefits "Getting Started with Smart Benefits" Guide dated October 2000 (see Attachment A).

All other orders on Smartrip transit benefit values must be entered by midnight of the 21st day of each month and cannot be changed or modified after the 21st day of each month.

If public transit patrons are suspended in the WMATA web page due to unclaimed benefits or have not downloaded their benefits by the end of the month, the invoice should indicate the unclaimed benefits as a CREDIT to NRC's account month.

Orders for paper Metrocheks will be placed verbally to WMATA's ordering group by an authorized NRC individual. WMATA will confirm the contract number, items ordered and amount. Upon receipt of the delivery order from the NRC, WMATA will provide the metrocheks the next day. An Optional Form 347 will be provided to the WMATA personnel delivering paper Metrocheks.

SECTION C - CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions-Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions-Commercial Items (Feb 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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 post-acceptance rights-

(1) Within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d) (4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).

☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

Veterans (38 U.S.C. 4212).

[X] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

[] (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

[] (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-3.

[] (iii) Alternate II of 52.225-3.

[] (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

[X] (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

[] (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain

in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 2, 2002 through September 01, 2003.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 metrocheks per month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 1,540 metrocheks per month;
- (2) Any order for a combination of items in excess of 1,540 metrocheks per month; or
- (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

C.5 ORDERING PROCEDURES (MAY 1991)

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

Eleanor Hagins	301-415-2074
Gregory Nesmith	301-415-2997

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

C.6 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name:	A. Renea Bailey
Address:	U.S. Nuclear Regulatory Commission Administrative Service Center 11555 Rockville Pike Rockville, MD 20852
Telephone Number:	301-415-2265

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

C.8 PACKAGING AND MARKING (MAR 1987)

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

C.9 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

C.10 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on September 2, 2002 and will expire on September 1, 2003. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three (3) years.

C.11 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 C. 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."

C.12 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.

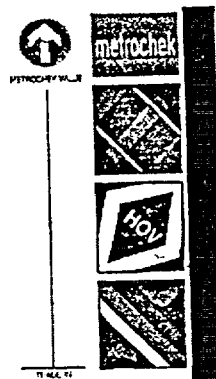
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment Number	Title
A	Quick Start Reference Guide dated October 2000
B	Billing Instructions for Fixed Price Contracts
C	SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form

Washington Metropolitan Area Transit Authority



Metrochek/SmartBenefits



Quick Start Reference Guide October 2000

The Metro

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Address: http://www.metrochek.com/ [Go] [Back] [Home]

The Future is Riding On Metro

Metrochek

a Smart Deduction...
for you and your employer

Metro today

- Riding Metro
- The Ride Guide
- Smart Deductions
- Metrochek
- For passenger public
- Infrastructure
- Location
- Station
- Ticket / Fare
- Station Map
- Service Schedules
- Security
- Board of Directors
- General Information
- Contact Us

Weekend Metrochek detectors
Due to events occurring around DC this weekend, the following Metro routes will have detours at the following times: 64, 66, 70, 90, 92, 96, A11, A42, A44, A48, G2, J11, J13, L90, P6, S2, W4. (Full story)

Metro developing an Emergency Facilities Action Plan
Metro is developing an Emergency Facilities Action Plan in an effort to respond more urgently and pro-actively to infrastructure maintenance, and facility needs in the Metrolink system. Metro also announced the peer review of the April 20 tunnel fire will be released at the July 8 Board safety committee meeting. (Full story)

- a Log-on to the WMATA home page (Figure 1) (www.wmata.com) and select **SmartBenefits** from the side-bar menu on the left side of the screen.

SmartBenefits for Metro-North Railroad Transit Internet Service

File Edit View Favorites Tools Help

Address <http://www.metro-nj.com/SmartBenefits.asp>

Metro

Now you can **buy mass transit**

The Future is Riding On Metro.

Timetable Maps Fares Menu Talk to Metro

Home page
Riding Metro
Board of Directors
General Manager
About Metro
MetroWorld
System expansion
MetroWorld stations

SmartBenefits

For employers providing the Metrochek transit benefit

For employees who use Metrochek

Coming soon- SmartBenefits, a Web-based program that lets an employer digitally "load" the dollar value of an employee's Metrochek benefit directly into the employee's SmartTrip card account, instead of distributing paper Metrochek cards

SmartBenefits advantages

Employees: Since over half of all Metrocheks are used by employees as Metrofare farecards, the dollar value of a paper Metrochek card employees purchase and distribute each month could be reduced by as much as 50% with SmartBenefits. This means less cash out

c The SmartBenefits login screen is displayed. Key in your **Customer ID**, **Login ID**, and **Password**. (The **Customer ID**, **Login ID**, and a temporary password are supplied by WMATA.)

The screenshot displays a Windows 95 desktop environment. A web browser window is open, showing the 'Welcome to WMATA SmartBenefits' page. The browser's address bar contains the URL 'http://www2.wmata.com/SMARTBENEFITS/Welcome'. The website's header includes a navigation menu with links such as 'Home', 'About', 'Help', 'Contact', 'Privacy', 'Values', 'Pages', 'Download', 'Find Site', and 'Channels'. The main content area features a section titled 'USER CONDUCT' which contains a warning message about the unauthorized use of the SmartBenefits software. Below this message is a login form with three input fields: 'CUSTOMER ID', 'USER ID', and 'PASSWORD', followed by a 'LOGIN' button.

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http://www2.wmata.com/SMARTBENEFITS/Welcome

Home About Help Links Pages Values Pages Download Find Site Channels

Welcome to WMATA SmartBenefits

USER CONDUCT

"User" shall refer to the entity holding a valid password which is used to access WMATA SmartBenefits software. The User shall use the SmartBenefits software for lawful purposes only. User shall not post or transmit through WMATA SmartBenefits software any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encompasses conduct that would constitute a criminal offense,

Please sign in:

CUSTOMER ID

USER ID

PASSWORD

Figure 3 - SmartBenefits Login screen.

Step 2 - Change Your Password (All passwords must be entered in lower case.)

If this is your initial log-on to the system, you will be prompted to change your password. The system will provide a field for your new password and a confirmation field to ensure that you keyed in your password correctly. Subsequent password changes are done using the 'Change Password' function located on the side-bar menu on the left side of the screen. (Figure 4 is an illustration of the screen displayed upon selecting the Change Password option from the side-bar menu.)

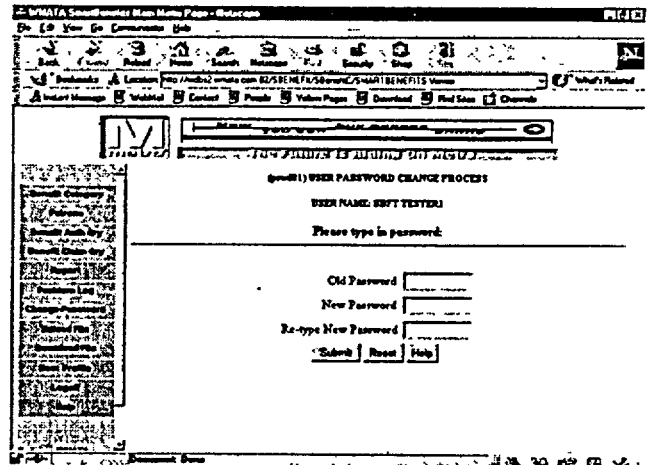


Figure 4 - User Password Change screen.

Once you have successfully logged-on to the system, the Customer Information screen (Figure 4a) will be displayed.

Select *SmartBenefits* from the side-bar menu to proceed.

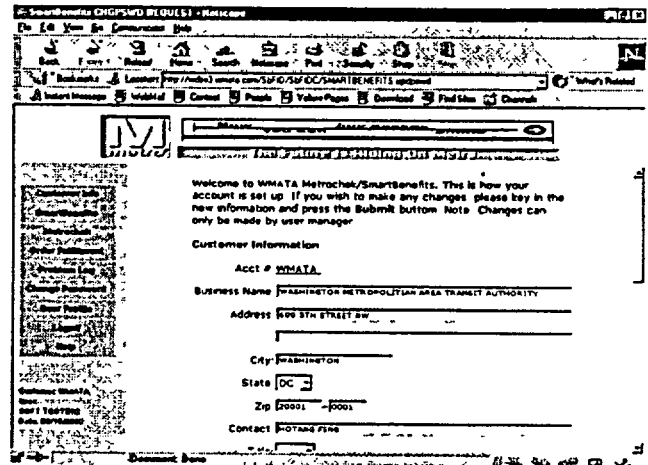


Figure 4a - Customer Information screen.

Step 3 - Modifying Your Account Information

After you have successfully logged-on to the SmartBenefit program, the Customer Information screen is displayed (Figure 5) to provide a means of reviewing and/or modifying your account information. To modify the information displayed, use your mouse to position the cursor in the field(s) you wish to modify. (Note: Use the scroll bar on the right side of the screen to access the desired fields.)

Once you have completed your changes click the SUBMIT button. (Refer to Figure 7.)

SmartBenefits CHGPMO REQUEST - Notepad

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WV
Welcome to WVAATA Metrochek/SmartBenefits. This is how your account is set up. If you wish to make any changes, please log in the new information and press the Submit button. Note: Changes can only be made by user manager.

Customer Information

Acct # WVAATA

Business Name WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Address 400 5TH STREET NW

City Washington

State DC

Zip 20001

Contact NOTING PERS

Figure 5 - Customer Information screen - Panel 1.

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WV
Title Mr

Phone (202) 642 2424

Fax (202) 642 2489

E-mail mdu3@wva.gov

Ship to above address? Yes No - Ship to:

Address 400 5TH ST NW

City Washington

State DC

Zip 20001

Contact Michael Ch

Phone (202) 642 2424

Figure 6 - Customer Information screen - Panel 2.

SmartBenefits CHGPMO REQUEST - Notepad

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WV
City Washington

State DC

Zip 20001

Contact Michael Ch

Phone (202) 642 2424

Fax (202) 642 2489

Submit

Ready to place your order?
Click here for Metrochek
Click here for SmartBenefits

All orders must be placed no later than the 21st of each month. After the 21st of each month, orders cannot be changed, increased or decreased.

Figure 7 - Customer Information screen - Panel 3.

Step 4 - Ordering Metrochek Cards (and other fare media) *NOTE: Orders must be entered by midnight of the 21st day of the month. Orders cannot be changed or modified after the 21st.*

- At the bottom of the Customer Information screen, you will notice a hypertext link (highlighted in blue) labeled 'Click here for Metrochek' (Refer to Figure 7). After you have clicked the link, the Order Metrochek Cards screen is displayed.
- The screen is divided into three sections: *Metrochek Cards*, *SmartTrip Cards* and *Other Fare Media*.
- Complete/modify the fields as required.
- When your order for Metrochek Cards (or other fare media) is complete, click the SUBMIT button at the bottom of the screen.
- Click *Order Confirmation* from the side-bar menu. Review the contents of your order and payment procedure.
- Click the SUBMIT button at the bottom of the screen.

NOTE: If you do not want to make any changes to your SmartBenefits account (authorizations, users, or patrons), the SmartBenefits portion of your order will be confirmed along with your order for Metrochek Cards and other fare media. (Refer to figures 9, 10, and 11.) If you wish to make changes to your SmartBenefits account, you must access your SmartBenefits account, modify the information as required. Select *Order Confirmation* and click the SUBMIT button.

Step 5 - SmartBenefits Account Access (Refer to the document 'Getting Started with SmartBenefits' to establish your SmartBenefits authorizations, users, and patrons.) *NOTE: SmartBenefits authorizations and most related transactions must be performed by midnight of the 21st day of the month. These functions cannot be performed between the 22nd and the last day of the month.*

- You may access the main SmartBenefits program by selecting SmartBenefits from the side-bar menu or clicking the blue hypertext link labeled 'Click here for SmartBenefits' at the bottom of the Customer Information screen.

- Key in your changes as required.

- Select *Main Menu* from the side-bar menu. The system will return to the Customer Information screen. (Refer to figure 4.)

Order Metrochek Cards

Metrochek Cards: Indicate the denomination and quantity you wish to buy

\$1 \$5 \$10 \$15
 \$20 \$25 \$30

Total Initial Metrochek card order value \$

SmartTrip Cards (regular reduced fare for senior citizens/persons with disability*)

Quantity regular cards @ \$5 each Total \$
 Quantity reduced fare cards @ \$5 each Total \$

Other Metro Fare Media (metrobus tokens, farecards for seniors and persons with a disability*)

Type Price per unit \$5.00 Quantity Total \$

Figure 8 - Metrochek Card ordering screen - Panel 1.

Order Confirmation as of (August 15, 2000 09:00:00)

Order must be finished by midnight of the 21st. Review the page on the 22nd for totals

ITEM TYPE	CATEGORY TYPE	UNIT PRICE	UNITS/OF PATRONS	TOTAL
MCHK	METROCHEK \$ 00	\$1	1	\$1
MCHK	METROCHEK \$ 00	\$5	1	\$5
MCHK	METROCHEK 10 00	\$10	1	\$10
MCHK	METROCHEK 15 00	\$15	1	\$15
MCHK	METROCHEK 20 00	\$20	1	\$20
MCHK	METROCHEK 21 00	\$21	1	\$21
MCHK	METROCHEK 30 00	\$30	1	\$30
REGULAR SMARTTRIP				

Figure 9 - Order Confirmation screen - Panel 1.

- d Select Order Confirmation from the side-bar menu. The Order Confirmation screen will be displayed. (Refer to figures 9, 10, and 11.)
- e Review the contents of your order and payment procedure. If there are no required changes, click the SUBMIT button at the bottom of the screen.

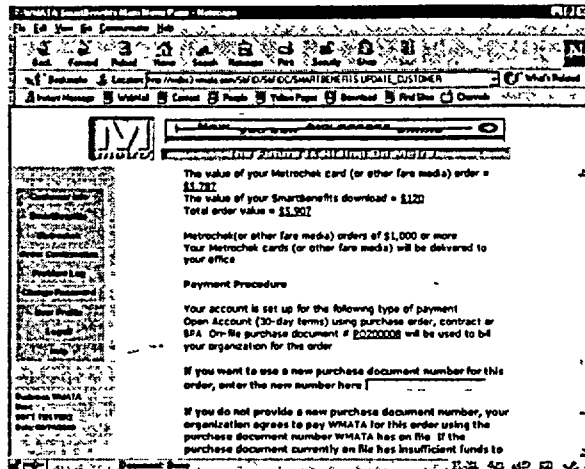


Figure 10 - Order Confirmation screen - Panel 2.

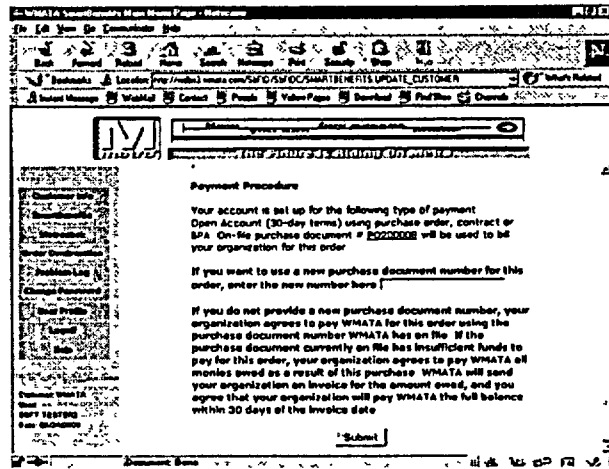


Figure 11 - Order Confirmation screen - Panel 3.

Step 6 - Exiting the System

To exit the *WMATA SmartBenefits Program*, select the Logoff option from the side-bar menu on the left side of the screen. Do not close your web browser to exit the system. Your user ID will still be active and it will have to be deactivated by your supervisor/manager.