

AWARD/CONTRACT		1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
2 CONTRACT NO (Proc Inst Ident) NRC-10-03-143		3 EFFECTIVE DATE FEB 27 2003	14 REQUISITION/PURCHASE REQUEST/PROJECT NO ADM-03-143	
5 ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center 2 Washington, DC 20555		6 ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center 2 Washington, DC 20555		

7 NAME AND ADDRESS OF CONTRACTOR (No, street city county, State and ZIP Code) 8 (a) Subcontractor * See SIGNATURE PAGE Government Movers, Inc. ATTN: Barbara Johnson, President 5225B Kilmer Place Hyattsville, MD 20781-1020		8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9 DISCOUNT FOR PROMPT PAYMENT Net 30 days
		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11 SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: Gary Gladhill, NRC Warehouse Division of Administrative Services 5008 Bolling Brook Parkway Rockville MD 20852	12 PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-10-03-143) Washington DC 20555
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)() <input checked="" type="checkbox"/> 41 USC 253(c)(5)	14 ACCOUNTING AND APPROPRIATION DATA X0200 340-15-511306 D2354 252A Amount Obligated: \$80,000 00
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	SEE SECTION B FOR SCHEDULE OF SUPPLIES/SERVICES				

15G TOTAL AMOUNT OF CONTRACT \$180,317.72

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	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 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two (2) copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein (Attachments are listed herein.)	18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your 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) BARBARA A JOHNSON PRESIDENT	20A NAME OF CONTRACTING OFFICER Mary H. Mace
19B NAME OF CONTRACTOR BY <i>Barbara A. Johnson</i> See SIGNATURE PAGE (Signature of person authorized to sign)	20B UNITED STATES OF AMERICA BY <i>Mary H. Mace</i> See SIGNATURE PAGE (Signature of Contracting Officer)
19C DATE SIGNED 3/03/03	20C DATE SIGNED 2/27/03

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

B.1.1 BASE PERIOD (3/1/2003 - 2/28/2004)

Labor - Normal Working Hours 6:30 am - 6:30 pm - Weekdays

CLIN DESCRIPTION	EST. QTY.	UNIT	U/P	TOTAL
1) WORKING FOREMAN/TRK DRIVER	2,080	HR	\$37.53	\$78,062.40
2) WAREHOUSE SPECIALIST	2,080	HR	\$29.99	\$62,379.20
3) MATERIAL HANDLING LABORER	936	HR	\$24.12	\$22,576.32
4) PACKER	32	HR	\$24.92	\$ 797.44
5) HEAVY TRUCK TRUCKDRIVER	64	HR	\$37.53	\$ 2,401.92
6) TRACTOR TRAILER TRUCKDRIVER	40	HR	\$37.53	\$ 1,501.20
7) STRAIGHT TRUCK (24 FT.)	64	HR	\$15.00	\$ 960.00
8) TRACTOR TRAILER	32	HR	\$65.00	\$ 2,080.00

Labor - Night 6:30 pm - 6:30 am - Weekends/Holidays

9) WORKING FOREMAN/TRK DRIVER	24	HR	\$46.32	\$ 1,111.68
10) WAREHOUSE SPECIALIST	24	HR	\$35.70	\$ 856.80
11) MATERIAL HANDLING LABORER	64	HR	\$27.70	\$ 1,772.80
12) PACKER	24	HR	\$28.79	\$ 690.96
13) HEAVY TRUCK TRUCKDRIVER	24	HR	\$45.45	\$ 1,090.80
14) TRACTOR TRAILER TRUCKDRIVER	36	HR	\$45.45	\$ 1,636.20
15) STRAIGHT TRUCK (24 FT.)	24	HR	\$15.00	\$ 360.00
16) TRACTOR TRAILER	16	HR	\$65.00	\$ 1,040.00

17) ESTIMATED COST FOR REIMBURSEMENT AT ACTUAL COST OR AT
 PREDETERMINED FIXED RATES AS SPECIFIED IN B.1.5 BELOW
 FOR MISCELLANEOUS MATERIALS/VEHICLES. IF NOT PREDETERMINED,
 THE AMOUNT TO BE CHARGED REQUIRES PRIOR PROJECT OFFICER
 APPROVAL. EXCEPT FOR VEHICLES AND TRAILERS, CHARGES MAY
 ONLY BE MADE FOR MATERIAL QUANTITIES PROVIDED IN EXCESS
 OF THOSE SPECIFIED IN C.2(c)2. \$1,000.00

TOTAL ESTIMATED FOR BASE PERIOD: \$180,317.72

B.1.2 OPTION YEAR ONE (3/1/2004 - 2/28/2005)

Labor - Normal Working Hours 6:30 am - 6:30 pm - Weekdays

CLIN DESCRIPTION	EST.QTY.	UNIT	U/P	TOTAL
1) WORKING FOREMAN/TRK DRIVER	2,080	HR	\$37.53	\$78,062.40
2) WAREHOUSE SPECIALIST	2,080	HR	\$29.99	\$62,379.20
3) MATERIAL HANGLING LABORER	936	HR	\$24.12	\$22,576.32
4) PACKER	32	HR	\$24.92	\$ 797.44
5) HEAVY TRUCK TRUCKDRIVER	64	HR	\$37.53	\$ 2,401.92
6) TRACTOR TRAILER TRUCKDRIVER	40	HR	\$37.53	\$ 1,501.20
7) STRAIGHT TRUCK (24 FT.)	64	HR	\$16.00	\$ 1,024.00
8) TRACTOR TRAILER	32	HR	\$66.00	\$ 2,112.00

Labor - Night 6:30 pm - 6:30 am - Weekends/Holidays

9) WORKING FOREMAN/TRK DRIVER	24	HR	\$46.32	\$ 1,111.68
10) WAREHOUSE SPECIALIST	24	HR	\$35.70	\$ 856.80
11) MATERIAL HANDLING LABORER	64	HR	\$27.70	\$ 1,772.80
12) PACKER	24	HR	\$28.79	\$ 690.96
13) HEAVY TRUCK TRUCKDRIVER	24	HR	\$45.45	\$ 1,090.80
14) TRACTOR TRAILER TRUCKDRIVER	36	HR	\$45.45	\$ 1,636.20
15) STRAIGHT TRUCK (24 FT.)	24	HR	\$16.00	\$ 384.00
16) TRACTOR TRAILER	16	HR	\$66.00	\$ 1,056.00

17) ESTIMATED COST FOR REIMBURSEMENT AT ACTUAL COST OR AT
 PREDETERMINED FIXED RATES AS SPECIFIED IN B.1.5 BELOW FOR
 MISCELLANEOUS MATERIALS/VEHICLES. IF NOT PREDETERMINED,
 THE AMOUNT TO BE CHARGED REQUIRES PRIOR PROJECT OFFICER
 APPROVAL. EXCEPT FOR VEHICLES AND TRAILERS, CHARGES MAY
 ONLY BE MADE FOR MATERIAL QUANTITIES PROVIDED IN EXCESS
 OF THOSE SPECIFIED IN C.2(c)2. \$ 1,000.00

TOTAL ESTIMATED FOR OPTION YEAR ONE: \$180,453.72

B.1.3 OPTION YEAR TWO (3/1/2005 - 2/28/2006)

Labor - Normal Working Hours 6:30 am - 6:30 pm - Weekdays

CLIN	DESCRIPTION	EST.QTY.	UNIT	U/P	TOTAL
1)	WORKING FOREMAN/TRK DRIVER	2,080	HR	\$38.39	\$79,851.20
2)	WAREHOUSE SPECIALIST	2,080	HR	\$30.75	\$63,960.00
3)	MATERIAL HANDLING LABORER	936	HR	\$24.75	\$23,166.00
4)	PACKER	32	HR	\$25.51	\$ 816.32
5)	HEAVY TRUCK TRUCKDRIVER	64	HR	\$38.39	\$ 2,456.96
6)	TRACTOR TRAILER TRUCKDRIVER	40	HR	\$38.39	\$ 1,535.60
7)	STRAIGHT TRUCK	64	HR	\$17.00	\$ 1,088.00
8)	TRACTOR TRAILER	32	HR	\$68.00	\$ 2,176.00

Labor - Night 6:30 pm - 6:30 am - Weekends/Holidays

9)	WORKING FOREMAN/TRK DRIVER	24	HR	\$46.50	\$ 1,116.00
10)	WAREHOUSE SPECIALIST	24	HR	\$36.61	\$ 878.64
11)	MATERIAL HANDLING LABORER	64	HR	\$28.44	\$ 1,820.16
12)	PACKER	24	HR	\$29.47	\$ 707.28
13)	HEAVY TRUCK TRUCKDRIVER	24	HR	\$46.50	\$ 1,116.00
14)	TRACTOR TRAILER TRUCKDRIVER	36	HR	\$46.50	\$ 1,674.00
15)	STRAIGHT TRUCK	24	HR	\$17.00	\$ 408.00
16)	TRACTOR TRAILER	16	HR	\$68.00	\$ 1,088.00

17) ESTIMATED COST FOR REIMBURSEMENT AT ACTUAL COST OR AT
 PREDETERMINED FIXED RATES AS SPECIFIED IN B.1.5 BELOW FOR
 MISCELLANEOUS MATERIALS/VEHICLES. IF NOT PREDETERMINED,
 THE AMOUNT TO BE CHARGED REQUIRES PRIOR PROJECT OFFICER
 APPROVAL. EXCEPT FOR VEHICLES AND TRAILERS, CHARGES MAY
 ONLY BE MADE FOR MATERIAL QUANTITIES PROVIDED IN EXCESS
 OF THOSE SPECIFIED IN C.2(c)2. \$ 1,000.00

TOTAL ESTIMATED FOR OPTION YEAR 2: \$184,858.16

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B.1.4 OPTION YEAR THREE (3/1/2006 - 2/28/2007)

Labor - Normal Working Hours 6:30 am - 6:30 pm - Weekdays

CLIN DESCRIPTION	EST.QTY.	UNIT	U/P	TOTAL
1)WORKING FOREMAN/TRK DRIVER	2,080	HR	\$38.39	\$79,851.20
2)WAREHOUSE SPECIALIST	2,080	HR	\$30.75	\$63,960.00
3)MATERIAL HANDLING LABORER	936	HR	\$24.75	\$23,166.00
4)PACKER	32	HR	\$25.51	\$ 816.32
5)HEAVY TRUCK TRUCKDRIVER	64	HR	\$38.39	\$ 2,456.96
6)TRACTOR TRAILER TRUCKDRIVER	40	HR	\$38.39	\$ 1,535.60
7)STRAIGHT TRUCK (24 FT.)	64	HR	\$18.00	\$ 1,152.00
8)TRACTOR TRAILER	32	HR	\$69.00	\$ 2,208.00

Labor - Night 6:30 pm - 6:30 am - Weekends/Holidays

9)WORKING FOREMAN/TRK DRIVER	24	HR	\$46.50	\$ 1,116.00
10)WAREHOUSE SPECIALIST	24	HR	\$36.61	\$ 878.64
11)MATERIAL HANDLING LABORER	64	HR	\$28.44	\$ 1,820.16
12)PACKER	24	HR	\$29.47	\$ 707.28
13)HEAVY TRUCK TRUCKDRIVER	24	HR	\$46.50	\$ 1,116.00
14)TRACTOR TRAILER TRUCKDRIVER	36	HR	\$46.50	\$ 1,674.00
15)STRAIGHT TRUCK (24 FT.)	24	HR	\$18.00	\$ 432.00
16)TRACTOR TRAILER	16	HR	\$69.00	\$ 1,104.00

17) ESTIMATED COST FOR REIMBURSEMENT AT ACTUAL COST OR AT
 PREDETERMINED FIXED RATES AS SPECIFIED IN B.1.5 BELOW FOR
 MISCELLANEOUS MATERIALS/VEHICLES. IF NOT PREDETERMINED,
 THE AMOUNT TO BE CHARGED REQUIRES PRIOR PROJECT OFFICER
 APPROVAL. EXCEPT FOR VEHICLES AND TRAILERS, CHARGES MAY
 ONLY BE MADE FOR MATERIAL QUANTITIES PROVIDED IN EXCESS
 OF THOSE SPECIFIED IN C.2(c)2. \$1,000.00

TOTAL ESTIMATED FOR OPTION YEAR 3: \$184,994.16

B.1.5 OPTION YEAR FOUR (3/1/2007 - 2/28/2008)

Labor - Normal Working Hours - 6:30 am - 6:30 pm - Weekdays

CLIN DESCRIPTION	EST.QTY.	UNIT	U/P	TOTAL
1)WORKING FOREMAN/TRK DRIVER	2,080	HR	\$39.19	\$81,515.20
2)WAREHOUSE SPECIALIST	2,080	HR	\$31.30	\$65,104.00
3)MATERIAL HANDLING LABORER	936	HR	\$25.23	\$23,615.28
4)PACKER	32	HR	\$25.93	\$ 829.76
5)HEAVY TRUCK TRUCKDRIVER	64	HR	\$39.18	\$ 2,507.52
6)TRACTOR TRAILER TRUCKDRIVER	40	HR	\$39.18	\$ 1,567.20
7)STRAIGHT TRUCK (24 FT.)	64	HR	\$19.00	\$ 1,216.00
8)TRACTOR TRAILER	32	HR	\$70.00	\$ 2,240.00

Labor - Night 6:30 pm - 6:30 am - Weekends/Holidays

9)WORKING FOREMAN/TRK DRIVER	24	HR	\$47.45	\$ 1,138.80
10)WAREHOUSE SPECIALIST	24	HR	\$37.28	\$ 894.72
11)MATERIAL HANDLING LABORER	64	HR	\$28.99	\$ 1,855.36
12)PACKER	24	HR	\$29.95	\$ 718.80
13)HEAVY TRUCK TRUCKDRIVER	24	HR	\$47.45	\$ 1,138.80
14)TRACTOR TRAILER TRUCKDRIVER	36	HR	\$47.45	\$ 1,708.20
15)STRAIGHT TRUCK	24	HR	\$19.00	\$ 456.00
16)TRACTOR TRAILER	16	HR	\$70.00	\$ 1,120.00

17)ESTIMATED COST FOR REIMBURSEMENT AT ACTUAL COST OR AT
 PREDETERMINED FIXED RATES AS SPECIFIED IN B.1.5 BELOW FOR
 MISCELLANEOUS MATERIALS/VEHICLES. IF NOT PREDETERMINED,
 THE AMOUNT TO BE CHARGED REQUIRES PRIOR PROJECT OFFICER
 APPROVAL. EXCEPT FOR VEHICLES AND TRAILERS, CHARGES MAY
 ONLY BE MADE FOR MATERIAL QUANTITIES PROVIDED IN EXCESS
 OF THOSE SPECIFIED IN C.2 (c) 2. \$1,000.00

TOTAL ESTIMATED FOR OPTION YEAR FOUR: \$188,625.64

B.2 EQUIPMENT AND VEHICLE RATES AND EXPLANATORY PRICING NOTES

1. The 24 foot box truck with power liftgate is \$15.00 per hour per truck for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
2. The tractor trailer type truck (49 foot or 53 foot size trailer with or without air ride feature with ramp sufficient to safely load/unload trailer) is \$65.00 per hour per truck and trailer for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
3. The trailer only (49 foot or 53 foot size trailer with or without air ride feature) parked at the Government site is \$21.50 per day per trailer, \$150 per 7 day week per trailer or \$650 per month per trailer.
4. The manual operated Flatbed truck (cart) (approximately 2.5 feet x 4 feet long) is \$1.00 per hour per cart for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
5. Moving dollies (4 wheel padded frame) is \$0.75 per hour per dolly for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
6. The stevedore (large hand-truck with straps) is \$2.00 per hour per stevedore for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
7. Loading ramps sufficient to load a tractor trailer with equipment and furniture is \$8.75 per hour per ramp for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
8. Equipment panel carts (for moving ADP items) are \$1.00 per hour per cart for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
9. Systems furniture panel carts are \$1.00 per hour per cart for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
10. The truck cargo tie down straps are \$0.50 per hour for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
11. Sufficient hand tools necessary to assemble or disassemble general office furniture (e.g., screwdrivers, pliers, wrenches) are \$1.15 per hour for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.
12. Moving blankets for padding furniture (approximately 6' x 8') are \$0.75 per hour per blanket for a maximum of 8 hours per day (or 40 hours per week) unless actual usage in a move operation exceeds 8 hours in a day.

13. Labor rates start upon arrival at the Government site and shall end upon departure from the job site. Each truck and driver will be credited one hour travel time per work order.
14. No mileage or fuel cost shall be charged for the use of trucks under this contract.

B.3 PROJECT TITLE

The title of this project is as follows:

ACQUISITION OF LABOR SERVICES AND MOVING EQUIPMENT SUPPORT

B.4 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

- (a) Brief description of work:

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) Headquarters location in Rockville, Maryland, with ongoing support for a wide variety of warehousing, moving and other labor service needs. These services consist of ongoing "daily" services (refer to Section C.2(b)), and occasional requirements for extra "on-call" labor and/or equipment/vehicle support on an "as-needed" basis, to complete NRC requirements (refer to Section C.2(c)).

- (b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

B.5 CONSIDERATION AND OBLIGATION--WORK ORDERS

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$180,317.72. The Contracting Officer or designated representatives may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum under this contract is equal to the dollar value of CLIN 001 for the base period. The amount currently obligated on this contract is \$80,000.

(c) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract may be increased by \$180,453.72 upon exercise of Option Year One. The Contracting Officer or designated representatives may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(d) Upon exercise of Option Year One, the guaranteed minimum under this contract will be increased by the value of CLIN 001 for the first option year.

(e) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract may be increased by \$184,858.16 upon exercise of Option Year Two. The Contracting Officer or designated representatives may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(f) Upon exercise of Option Year Two, the guaranteed minimum under this contract will be increased by the value of CLIN 001 for the second option year.

(g) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract may be increased by \$184,994.16 upon exercise of Option Year Three. The Contracting Officer or designated representatives may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(h) Upon exercise of Option Year Three, the guaranteed minimum under this contract will be increased by the value of CLIN 001 for the third option year.

(i) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract may be increased by \$188,625.64 upon exercise of Option Year Four. The Contracting Officer or designated representatives may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(j) Upon exercise of Option Year Four, the guaranteed minimum under this contract will be increased by the value of CLIN 001 for the fourth option year.

(k) A total NOT-TO-EXCEED ceiling amount will be set for each work order issued by the NRC. The Contractor shall not exceed this ceiling without prior authorization by the designated NRC ordering officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

[NOTE: SECTION C, STATEMENT OF WORK, IS ATTACHMENT 1 TO THIS CONTRACT]

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 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.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

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

The ordering period for this contract shall commence on March 1, 2003 and will expire on February 28, 2004. 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 four one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2

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

Name: Gary Gladhill

Address: Division of Administrative Services
NRC Warehouse
5008 Boiling Brook Parkway
Rockville, MD 20852

Telephone Number: (301) 492-0050
Pager: 1-888-798-6953
Fax Number: (301) 492-0054

1st Alternate Project Officer:
Name: William Herron

Address: Division of Administrative Services
NRC Warehouse
5008 Boiling Brook Parkway
Rockville, MD 20852

Telephone Number: (301) 492-0051
Pager: 1-888-798-8450
Fax Number: (301) 492-0054

2nd Alternate Project Officer:
Name: Dennis Turner

Address: Division of Administrative Services
NRC Warehouse
5008 Boiling Brook Parkway
Rockville, MD 20852

Telephone Number: (301) 415-2283
Pager: 1-888-881-1723
Fax Number: (301) 415-3420

(b) The project officer shall:

- (1) Place work orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

G.2 ORDERING PROCEDURES (MAY 1991)

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

William Herron, Dennis Turner

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

G.3 PLACEMENT OF WORK ORDERS

As a minimum, the Contractor shall be able to receive work orders between the hours of 8:00 am and 5:00 pm Monday through Friday. The Project Officer will submit a written job order form to the Contractor which will identify.

1. Work order number
2. Date of work order
3. Date service is required
4. Date service is to be completed
5. Specific service required
6. Specific service location: from where to where
7. Applicable Pricing Schedule from Section B
8. Required labor categories under pricing schedule and the fixed price for each category
9. Maximum estimated hours for each labor category
10. Total Not-To-Exceed Amount for entire work order
11. Current contract obligation amount

A copy of a sample work order is attached to this contract. (Refer to Section J, "List of Attachment"). This sample may be revised by the Contracting Officer. Orders may be telephonically by the Contracting Officer, Project Officer, or authorized representative. Such telephonic orders will be immediately confirmed in a written job order. The Contractor shall not exceed the Not-To-Exceed Amount for the work order without prior authorization and modification of the work order by the Project Officer.

G.4 SERVICE TICKETS

The Contractor shall maintain service tickets which will account for all labor incurred for each work order. The service ticket shall reflect all arrival and departure times of each individual assigned to the work order. The Contractor shall provide a copy of the service ticket with the invoice. Refer to Attachment J.1, "Billing Instructions."

G.5 GUARANTEED MINIMUM

All orders placed by the Government will contain a minimum of four hours for each individual at the applicable hourly rate as shown in Section B of this contract.

G.6 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 6. 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."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) 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 (Pub. 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. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security Clearance Personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

H.3 SITE ACCESS BADGE PROCEDURES

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this

procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

H.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use in performing the services under this contract on an as-needed basis:

1. VEHICLES

QUANTITY	DESCRIPTION
1/each	24-Foot Box Truck, manual/automatic transmission, air-brakes and lift gate
1/each	Van, extended length, auto transmission

****NOTE:** Additional vehicles may be provided by NRC on an as-needed basis at the discretion of the NRC Project Officer

2. INDUSTRIAL EQUIPMENT

QUANTITY	DESCRIPTION
2/each	Fork lift, straddle leg, stand-up, electric, 3,000 lb. capacity
1/each	Fork lift, 4-wheel type, sit down, electric, 3,000 lb. capacity
1/each	Pallet jack, electric, walk behind, 4,500 lb. capacity
1/each	Floor Sweeper, walk behind, electric

3. HAND OPERATED EQUIPMENT

QUANTITY	DESCRIPTION
	H-3

7/each	Pallet jacks, walk behind
8/each	Two wheeled hand trucks
8/each	Flat bed trucks
85/each	Moving dollies
1/pair	Roll-a-lifts
2/each	Johnson bars
7/each	Stevedores
3/each	Loading ramps
1/each	Walk boards
30/each	Moving blankets
10/each	Truck cargo tie-down straps
4/each	Panel carts
5/each	Desk movers

4. HAND TOOLS

A. DESCRIPTION

Screwdrivers
 Pliers
 Wire cutters
 Hammers
 Pry bars
 Wrenches
 Socket sets
 Hacksaws
 Wood saws
 Chisels

B. BATTERY OPERATED TOOLS

Makita drill
 Black & Decker drills
 Flashlights

C. ELECTRIC TOOLS

3/8 inch drills
 1/2 inch drill
 3/8 inch hammer drills
 7-1/4 inch circular saw
 20-gallon vacuum cleaners

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government unless the Project Officer determines additional quantities or types of equipment are required to perform a specific NRC Work Request.

Any property furnished by NRC is subject to the provisions of the Government Property clause under this contract.

The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date

of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(c) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.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.

H.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984

52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	7/02
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.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 March 1, 2003 through contract expiration.

(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.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 3 months after contract expiration.

**I.4 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 5 years.

I.5 52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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

(2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission (NRC) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees 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 cognizant Contracting Officer of the NRC.

**I.6 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, 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 these terms are defined in Part 541

of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (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 a wage determination is attached to this contract, the Contractor shall classify 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) 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 paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. 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 paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the 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 subdivision (c)(2)(ii) of this clause 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 under this subparagraph (c)(2) of this clause 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 the 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 subparagraph (c)(2) of this clause, 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 or classes of employees commenced contract work.

(3) Adjustment of Compensation. If 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 under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. 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 this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act 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 agreement, 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 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 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 29 CFR 4.11, 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.

(g) Notification to Employees. 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.

(h) Safe and Sanitary Working Conditions. 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, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (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, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number,

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

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

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(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 these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the 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.

(j) Pay Periods. 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 on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. 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 Contracting Officer 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 this clause 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.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. 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.

(n) Seniority List. 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 (29 CFR 4.173), the incumbent Prime Contractor shall furnish 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.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (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 under 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 under 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.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, 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 Pub. L. 92-473, 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 Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the 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 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 29 CFR Parts 525 and 528.

(r) Apprentices. 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.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these 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. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981.

To use this provision -

- (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; and
 - (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.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage-Fringe Benefits
Warehouse Specialist	\$15.01
Material Handling Laborer	\$11.50
Shipping Packer	\$12.21
Heavy Truckdriver	\$17.52
Truckdriver, Tractor-Trailer	\$17.52

I.8 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.9 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site

personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

I.10 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

(ix) 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.11 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):

www.arnet.gov/far

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

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1.	Statement of Work/Specification		
2.	Work Order Form		
3.	Billing Instructions		
4.	NRC Form 187 Security Requirements		
5.	Wage Determination		
6.	ACH Vendor Registration		

ATTACHMENT 1.

STATEMENT OF WORK

STATEMENT OF WORK

C.1. OBJECTIVE

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) Headquarters location in Rockville, Maryland, with ongoing support for a wide variety of warehousing, moving and other labor service needs. These services consist of ongoing "daily" services (refer to C.2(b) below for description), and occasional requirements for extra "on-call" labor and/or equipment/vehicle support on an "as-needed" basis, to complete NRC requirements. (refer to C.2(c) below for description).

C.2. MANDATORY PERFORMANCE REQUIREMENTS

The Contractor shall perform the requirements listed herein during the period of this contract, or any option period.

C.2(a) PROVIDE ON-SITE SUPERVISION AND QUALITY CONTROL FOR ALL SERVICES PERFORMED:

The Contractor shall provide a "Working Foreman" to perform and oversee all services performed by the contract staff each workday. The NRC Project Officer (NRC PO) will provide the Working Foreman with any specific, task-oriented guidance, necessary to accomplish these services, on a daily or as-needed basis. The Working Foreman shall ensure all services are performed in an efficient manner, without the need for the NRC PO to provide repetitive directions/guidance for completion of tasks. The Working Foreman shall possess a valid Commercial Driver's License (CDL) for driving the NRC's 24-foot Box Truck and other vehicles. The contractor shall provide the Working Foreman with a cellular telephone for use in daily communication with the project officer.

C.2(b) PERFORM ONGOING DAILY LABOR SERVICES

WORKLOAD: Data has shown the "daily" services routinely requires the effort of two (2) full-time contract personnel with one person performing as both the on-site Working Foreman and Truck-Driver, and the other as a General Warehouse Specialist. In addition to the operation of moving vehicles and warehousing equipment, these services will include lifting items that weigh up to 80-lbs, prolonged walking/standing and personnel who can pass the NRC's security requirements for unescorted access to the NRC Headquarters facility.

The contractor shall provide coverage to perform these daily services Monday-Friday (except federal holidays) for eight (8) continuous hours (except for a lunch-break that does not exceed 1-hour) between the hours of 6:30am-6:30pm, with the starting time/location for commencement of services each day to be determined by the NRC Project Officer, based on the tasks to be accomplished that day.

The Contractor shall perform a wide variety of warehousing and labor support services including but not limited to; general warehousing (pulling material from stock into the staging area for loading onto trucks, furniture assembly & disassembly, assisting with tagging, loading/unloading trucks to/from staging

The contractor shall provide the NRC Project officer with a properly completed security package for one individual in each labor category within ten days after the date of the award. The contractor shall provide the NRC Project Officer with properly completed security packages for the additional pool personnel within 20 days of the date of contract award. If the contractor plans to replace one of the individuals in the approved pool, the NRC shall be notified immediately and a properly completed security package shall be submitted for the proposed replacement.

Should NRC disapprove any individual proposed by contractor or in the case of an unplanned and immediate loss of an individual within the pool, the contractor shall submit a properly completed security package for a replacement individual within five calendar days from the date the individual being replaced is no longer available to perform under this contract. The NRC badge of the individual that is being terminated shall be returned to the NRC Project Officer immediately.

C.2(c)1(b) MINIMUM LABOR POOL OF PERSONNEL WHO ARE NOT REQUIRED TO HAVE PASSED THE NRC REQUIREMENTS FOR UNESCORTED SITE ACCESS AT NRC

The Contractor shall maintain a second pool of personnel who meet all of the qualifications stated herein for each labor category listed below, but these personnel are not required to have passed the NRC requirements for on-site unescorted access to NRC Facilities.

<u>LABOR CATEGORY</u>	<u>MINIMUM QUANTITY OF PERSONNEL IN THE POOL</u>
1. Material Handler/Laborer	15/each
2. Packer Library-File	2/each
3. Truck Driver - Heavy	2/each
4. Truck Driver - Tractor Trailer	2/each

C.2(c)2 MAINTAIN CAPACITY TO PROVIDE ADDITIONAL MOVING EQUIPMENT AND VEHICLES TO SUPPORT SPECIAL PROJECTS IN A TIMELY MANNER

At all times during the term of the contract, the contractor shall have the capacity to simultaneously provide the quantities of equipment listed below:

<u>TYPE OF EQUIPMENT</u>	<u>QUANTITY</u>
1. 24-foot Box Truck with power lift gate	5/each
2. Tractor & trailer type truck with ramp sufficient to safely load/unload à trailer.	2/each
3. Manual operated Flatbed Truck (cart) Approximately 2 5 feet X 4 feet long	10/each
4 Moving dollies (4-wheel with padded frame)	100/each
5. Stevedore (Large hand-truck with straps)	7/each
6 Loading ramps (sufficient to load a Tractor-Trailer with furniture and equipment)	4/each
7. Equipment panel carts (For moving ADP items)	20/each
8. Systems-furniture panel carts	20/each
9. Truck-cargo tie-down straps	30/each
10. Sufficient hand-tools necessary to assemble or disassemble general office furniture (Screwdrivers, plyers, wrenches, etc.)	
11. Moving Blankets for padding furniture (Approximately 6 feet X 8 feet)	200/each

C.2(d) PERFORM ALL SERVICE REQUESTS IN ACCORDANCE WITH THEIR NRC PRIORITY

The Contractor shall ensure that all services are scheduled and performed so that service requests designated by NRC as the current highest priority are performed first, with the next highest current priority being performed next, etc. NRC reserves the right to change the designated priority of any service request at any time.

C.2(e) PROVIDE NRC WITH TIMELY, ACCURATE STATUS AND DOCUMENTATION OF SERVICE REQUESTS

The Contractor's Working Foreman shall keep the NRC PO informed of the status of all NRC service requests. The Working Foreman shall provide a verbal status upon request by the NRC PO, and at the end of each workday provide a written status using a copy of the NRC service requests. All communications between NRC and the Contractors staff shall be in the English language. Contract staff shall sign for receipt of any property they transport and shall obtain a signature for any property they deliver. The Contractor shall provide the NRC PO with the appropriate documentation to verify completion of each request, in accordance with NRC requirements.

C.2(f) PROVIDE TIMELY PERFORMANCE OF SERVICE REQUESTS

The Contractor shall ensure contract staff begin performance of NRC service requests at the location, time and date designated by NRC each workday. Most NRC service requests will be performed at either the NRC Headquarters location or NRC Warehouse (which are both located in Rockville, Maryland, approximately a half-mile apart from each other). This also applies to occasional deliveries to areas within the Washington, D.C. Metropolitan area.

C.2(g) PROTECTION OF NRC FACILITIES, EQUIPMENT AND FURNITURE

The Contractor shall provide NRC with contract staff who are proficient in the safe, efficient operation of the NRC-furnished warehousing and moving equipment listed herein in **Subsection H**. The Contractor shall ensure contract staff always operate all equipment in a safe, efficient manner, and in accordance with any safety regulations and/or manufacturers recommendations.

C.2(h) CONTRACTOR OPERATION OF NRC-FURNISHED EQUIPMENT AND VEHICLES

The contractor shall establish and maintain a personnel education and oversight system that shall prevent the contractor's personnel from using government vehicles for anything other than the performance of an NRC Work Request.

C.2(h)1 REQUIRED INSURANCE

The Contractor shall, at it's own expense, procure and maintain, during the entire period of performance of this contract, the minimum kinds and amounts of insurance required by the Federal Acquisition Regulation, and State and Federal Laws. This includes complete coverage for the vehicles, any passengers, all contents, and any damage that may occur to persons or property. This coverage shall be sufficient to insure the Contractor against all claims for injury or damage. Such insurance shall be in effect prior to commencing work under this contract. At all times during performance of work under this contract the Contractor shall maintain with the NRC Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and shall provide a thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

C.2(h)2 LIABILITY FOR DAMAGE OR INJURY

The Contractor shall assume responsibility for all damages or injury to persons or property occasioned through the use, maintenance or operation of the Contractor's vehicles or equipment, including vehicles and equipment furnished to the Contractor by the government, by the action of the Contractor or the Contractor's employees and agents. The government shall be indemnified and saved harmless against claims for damages or injury in any such case.

C.2(h)3. LIABILITY FOR EMPLOYEE CONDUCT

The Contractor shall be responsible for ensuring the contractor's employees adhere to all Federal and State laws during performance of an NRC Work

Request and the Contractor shall be liable for any fines, penalties, traffic violations, parking tickets, or other costs resulting from the contractor's employees conduct. The Contractor shall ensure the contractor's employees wear seatbelts while in government vehicles, secure government vehicles by locking doors and windows when unattended, and at all times maintain the cleanliness of government vehicles.

C.2(i) SAFE TRANSPORT OF NRC ITEMS

The Contractor shall ensure that NRC items handled/transported by the contract staff are protected from damage during handling and/or storage. Items shall be secured to prevent shifting during transit and shall be stacked properly. Protective coverings shall be used as appropriate to prevent any damage to the items or surrounding facilities during movement. The Contractor shall be responsible for repair or replacement of any items/facilities damaged by the Contractor's staff or subcontractors.

C.2(j) ACCURATE PERFORMANCE OF NRC SERVICE REQUESTS

The Contractor shall ensure all services performed comply with the NRC service request. The Contractor shall only perform those service requests provided by the NRC PO or alternate(s). The Contractor shall not deviate from the action requested in the NRC service request without obtaining advance approval of the deviation from the NRC PO.

C.2(k) IDENTIFICATION OF CONTRACT STAFF WHILE ON NRC PREMISES

The Contractor shall ensure contract staff wear distinctive uniform clothing which provides ready identification of the Contractor's company name, affixed thereon in a permanent manner such as a patch or monogram stitched to the shirt.

C.2(l) CONTRACTOR WORK HOURS

Listed below are the definitions for the work hours which are paid at the WEEKDAY hourly rates and the NIGHTS & WEEKENDS hourly rates. NRC reserves the right to specify the hours that all contract services are to be performed. The NRC will guarantee that no "Special Project" will be less than 4-hours in duration. NRC reserves the right to cancel the portion of the on-call Work Request for any Contractor personnel arriving late for any reason, at no charge to NRC.

C.2(l)1 WEEKDAY WORK HOURS

NRC reserves the right to specify the 8-hour weekday workday to be performed during any continuous 8-hour period within 6:30am through 6:30pm, Monday through Friday (except for a midday lunch break).

C.2(l)2 WEEKNIGHT & WEEKEND HOURS

"Week-night Hours" are defined as those hours beginning after 6:30pm, Monday through Thursday, and ending before 6:30am, the following day. "Weekend Hours" are defined as those hours after 6:30pm on a Friday through 6.30am the following Monday.

C.2(m) EFFECTIVE COMMUNICATIONS

The Contractor shall effectively communicate with NRC personnel at all times, both verbally and in writing. All communications shall be in the English language. Performance of service requests shall not be delayed due to on-site contract personnel being unable to easily understand verbal clarifications or task-oriented guidance regarding NRC requirements that are given in the English language.

C.3 ORDERING PERFORMANCE OF SERVICE REQUESTS

The NRC Project Officer (NRC PO) or alternate will identify the priority of each incoming NRC service request (task to be accomplished) and provide the priority when placing the service request with the Contractor. The Contractor's on-site Working Foreman will use that designated priority to schedule the performance of the services. NRC reserves the right to change the designated priority of any task at any time (as new, higher-priority requests are received or circumstances for existing requests change).

NRC PERSONNEL AUTHORIZED TO PLACE WORK REQUESTS

In addition to the NRC Contracting Officer, the following NRC personnel are authorized to place NRC Work Requests for personnel, equipment and vehicles under this contract, and can be contacted at the phone numbers listed for each person below:

<u>NAME</u>	<u>OFFICE TELEPHONE</u>	<u>PAGER</u>
1. Gary Gladhill (NRC PO)	301-492-0050	1-888-798-6953
2. Bill Herron	301-492-0051	1-888-798-8450
3. Dennis Turner	301-415-2283	1-888-881-1723

Any of the NRC authorized personnel listed above are authorized to cancel part of, or an entire special project Work Request at any time. NRC will provide written notice of a special project cancellation to the Contractor by amending the original NRC Work Request. NRC reserves the right to cancel all or part of any project Work Request at no charge by providing written notification to the contractor of the cancellation at least 2-hours before the date and time specified in the Work Request to begin.

C.4. Specific Performance Measurements and Incentives

C.4. (a). Documentation for property

Requirement

Contractor shall sign for receipt of any property they transport and shall obtain a signature for any property they deliver (C.2(e)).

Standard

Provide Project Officer with documents with the signatures for all property received or delivered.

Measurement

Review by Project Officer.

Disincentives

Number per month	Disincentive
0-1	No deduction
2-4	\$100.00
5-7	\$200.00
8-10	\$300.00

C.4. (b). Prioritization of work

Requirement

Complete assignments in accordance with NRC priorities.

Standard

Complete work assignments in accordance with priorities established by Project Officer each day.

Measurement

Review by Project Officer.

Disincentives

Number per month	Disincentive
0-1	No deduction
2-4	\$100.00
5-7	\$200.00
8-10	\$300.00

C.4. (c). Provision of Security Packages

Requirement

Submit security packages for pool of Contractor personnel for unescorted building access.

Standards

Submit security packages in the timeframes established by C.2(c)1(a):

- Submit completed security packages for one individual in each labor category within ten days after the date of the contract award.
- Submit completed security packages for all required pool personnel within 20 days of the contract award.
- Submit within five days replacement security packages for any individual disapproved by NRC or any individual no longer available to perform under this contract.

Measurement

Review by Project Officer.

Disincentives

Number of occurrences per year

0-1

2-3

4-5

Disincentive

No deduction

\$200.00

\$400.00

C.4. (c). ACCURACY OF WAREHOUSE DUTIES

Requirement

Accurately pull items for delivery and place returned items at the designated warehouse locations.

Standard

Not more than 3 errors per month.

Measurement

Validated by Project Officer

Disincentives

Number of errors per month

0-3

4-6

7-10

11+

Disincentive

No deduction

\$100.00

\$200.00

\$300.00

SAMPLE

Name and Address

CALL#
 DATE OF SERVICE
 COMPLETED DATE
 LOCATION OF JOB NRC Warehouse

LABOR SERVICES WEEKDAYS

	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Project Supervision	-----	----	-----	-----
B. Truckdriver/Heavy-Truck	-----	----	-----	-----
C. Truckdriver/Tractor-Trailer	-----	----	-----	-----
D. Material Handling Laborer	-----	----	-----	-----
E. Packer/Library-File	-----	----	-----	-----

LABOR SERVICES NIGHT AND WEEKENDS

	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Working Foreman	-----	----	-----	-----
B. Truckdriver/Heavy-Truck	-----	----	-----	-----
C. Truckdriver/Tractor-Trailer	-----	----	-----	-----
D. Material Handling Labor	-----	----	-----	-----
E. Packer/Library-File	-----	----	-----	-----

DESCRIPTION OF WORK:

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1 CONTRACTOR NAME AND ADDRESS

Government Movers, Inc.

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts)

B PROJECTED START DATE

03/01/2003

C PROJECTED COMPLETION DATE

03/29/2008

2 TYPE OF SUBMISSION



A ORIGINAL



B REVISED (Supersedes all previous submissions)



C OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A DOES NOT APPLY

B CONTRACT NUMBER

DATE

4 PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Warehousing, Moving and Labor Services Support

5. PERFORMANCE WILL REQUIRE

A ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5 C)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1 ACCESS TO FOREIGN INTELLIGENCE INFORMATION

2 RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER (See 5 B)

3 GENERATION OF CLASSIFIED MATTER

4 ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION

5 ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY

6 CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM

7 OTHER (Specify)

B IS FACILITY CLEARANCE REQUIRED?



YES



NO

C UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION

E ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12

NAME AND TITLE	SIGNATURE	DATE
Paulette Smith Contract Specialist		

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

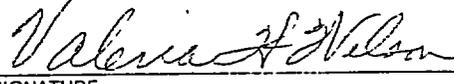
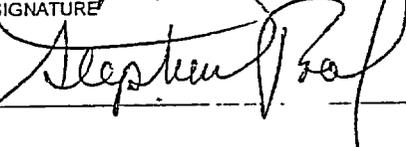
<input type="checkbox"/> AUTHORIZED CLASSIFIER (Name and Title)	<input type="checkbox"/> DIVISION OF FACILITIES AND SECURITY
---	--

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

<input type="checkbox"/> SPONSORING NRC OFFICE OR DIVISION (Item 10A)	<input type="checkbox"/> DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
<input type="checkbox"/> DIVISION OF FACILITIES AND SECURITY (Item 10B)	<input type="checkbox"/> CONTRACTOR (Item 1)
<input type="checkbox"/> SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW	

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW

NAME (Print or type)	SIGNATURE	DATE
A DIRECTOR, OFFICE OR DIVISION Valeria H. Wilson Director Division of ADM Services	SIGNATURE 	DATE 1-10-03
B DIRECTOR, DIVISION OF FACILITIES AND SECURITY Tom Martin Director Facilities & Security	SIGNATURE 	DATE 1/28/03
C DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Kathryn Greene Director of Division of Contracts	SIGNATURE 	DATE 1/29/03

REMARKS

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

ATTACHMENT 5

A 2256950 *[Handwritten Signature]*

MAIL TO: Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210	2 Estimated solicitation date (use numerals) Mod - Exercise of Option		
	Month	Day	Year
	11	1	2002
	3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)		
	Month	Day	Year
	11	15	2002
	4 Date contract performance to begin (use numerals)		
	Month	Day	Year
	12	01	2002

5 PLACE(S) OF PERFORMANCE Rockville, MD <i>Montgomery MD</i>	6. SERVICES TO BE PERFORMED (describe) Audiovisual and Photographic Support Services <i>Arts</i>
--	--

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

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

9. OFFICIAL SUBMITTING NOTICE

SIGNED: <i>[Signature: Stephen M. Pool]</i>	DATE: 9-24-2
TYPE OR PRINT NAME: Stephen M. Pool	TELEPHONE NO.: 301-415-8168

RESPONSE TO NOTICE
(by Department of Labor)

A. The attached wage determination(s) listed below apply to procurement.
94-2103
[Signature]

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)

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 and Property Management Mailstop MS T-7-I-2 Washington, DC 20555	<i>Energy</i> <i>[Signature]</i> Signed: _____ (U.S. Department of Labor)
--	--

NOV 18 2002 (Date)

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 28
Date of Last Revision: 10/04/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince
William, Stafford

** Fringe Benefits Required Follow the Occupational Listing **

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	10.16
01012	Accounting Clerk II	11.88
01013	Accounting Clerk III	14.04
01014	Accounting Clerk IV	16.37
01030	Court Reporter	14.94
01050	Dispatcher, Motor Vehicle	14.63
01060	Document Preparation Clerk	11.29
01070	Messenger (Courier)	9.30
01090	Duplicating Machine Operator	11.29
01110	Film/Tape Librarian	14.65
01115	General Clerk I	11.68
01116	General Clerk II	13.72
01117	General Clerk III	15.32
01118	General Clerk IV	18.74
01120	Housing Referral Assistant	17.82
01131	Key Entry Operator I	10.40
01132	Key Entry Operator II	11.62
01191	Order Clerk I	14.74
01192	Order Clerk II	16.29
01261	Personnel Assistant (Employment) I	13.05
01262	Personnel Assistant (Employment) II	14.24
01263	Personnel Assistant (Employment) III	16.42
01264	Personnel Assistant (Employment) IV	19.60
01270	Production Control Clerk	17.28
01290	Rental Clerk	15.42
01300	Scheduler, Maintenance	14.06
01311	Secretary I	14.71
01312	Secretary II	15.35
01313	Secretary III	18.49
01314	Secretary IV	19.57

01315	Secretary V	22.79
01320	Service Order Dispatcher	14.04
01341	Stenographer I	14.68
01342	Stenographer II	16.47
01400	Supply Technician	19.57
01420	Survey Worker (Interviewer)	14.94
01460	Switchboard Operator-Receptionist	10.96
01510	Test Examiner	15.35
01520	Test Proctor	15.35
01531	Travel Clerk I	11.63
01532	Travel Clerk II	12.49
01533	Travel Clerk III	13.41
01611	Word Processor I	11.80
01612	Word Processor II	14.22
01613	Word Processor III	16.65
03000	Automatic Data Processing Occupations	
03010	Computer Data Librarian	11.69
03041	Computer Operator I	13.30
03042	Computer Operator II	15.67
03043	Computer Operator III	18.60
03044	Computer Operator IV	18.94
03045	Computer Operator V	22.94
03071	Computer Programmer I (1)	19.64
03072	Computer Programmer II (1)	23.05
03073	Computer Programmer III (1)	26.99
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	26.99
03102	Computer Systems Analyst II (1)	27.62
03103	Computer Systems Analyst III (1)	27.62
03160	Peripheral Equipment Operator	14.06
05000	Automotive Service Occupations	
05005	Automotive Body Repairer, Fiberglass	21.38
05010	Automotive Glass Installer	17.03
05040	Automotive Worker	17.03
05070	Electrician, Automotive	18.05
05100	Mobile Equipment Servicer	14.94
05130	Motor Equipment Metal Mechanic	19.03
05160	Motor Equipment Metal Worker	17.03
05190	Motor Vehicle Mechanic	19.11
05220	Motor Vehicle Mechanic Helper	16.01
05250	Motor Vehicle Upholstery Worker	17.03
05280	Motor Vehicle Wrecker	17.03
05310	Painter, Automotive	18.05
05340	Radiator Repair Specialist	17.03
05370	Tire Repairer	14.43
05400	Transmission Repair Specialist	19.03

07000	Food Preparation and Service Occupations	
	Food Service Worker	9.01
07010	Baker	11.87
07041	Cook I	10.41
07042	Cook II	11.87
07070	Dishwasher	8.76
07130	Meat Cutter	16.07
07250	Waiter/Waitress	8.17
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	18.05
09040	Furniture Handler	12.55
09070	Furniture Refinisher	18.05
09100	Furniture Refinisher Helper	13.85
09110	Furniture Repairer, Minor	16.01
09130	Upholsterer	18.05
11030	General Services and Support Occupations	
11030	Cleaner, Vehicles	9.67
11060	Elevator Operator	9.79
11090	Gardener	12.98
11121	House Keeping Aid I	9.02
11122	House Keeping Aid II	9.28
11150	Janitor	9.64
11210	Laborer, Grounds Maintenance	10.75
11240	Maid or Houseman	9.28
11270	Pest Controller	11.85
11300	Refuse Collector	10.88
11330	Tractor Operator	12.73
11360	Window Cleaner	10.51
12000	Health Occupations	
12020	Dental Assistant	14.36
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
12071	Licensed Practical Nurse I	14.43
12072	Licensed Practical Nurse II	16.20
12073	Licensed Practical Nurse III	18.13
12100	Medical Assistant	11.76
12130	Medical Laboratory Technician	13.93
12160	Medical Record Clerk	13.57
12190	Medical Record Technician	14.21
12221	Nursing Assistant I	8.46
12222	Nursing Assistant II	9.52
12223	Nursing Assistant III	11.94
12224	Nursing Assistant IV	13.40
12250	Pharmacy Technician	11.84
12280	Phlebotomist	11.21

12311	Registered Nurse I	22.54
12312	Registered Nurse II	25.08
12313	Registered Nurse II, Specialist	25.08
12314	Registered Nurse III	32.38
12315	Registered Nurse III, Anesthetist	32.38
12316	Registered Nurse IV	38.81
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	18.95
13011	Exhibits Specialist I	16.79
13012	Exhibits Specialist II	20.99
13013	Exhibits Specialist III	25.84
13041	Illustrator I	17.03
13042	Illustrator II	21.29
13043	Illustrator III	26.20
13047	Librarian	22.33
13050	Library Technician	15.03
13071	Photographer I	13.93
13072	Photographer II	15.64
13073	Photographer III	19.56
13074	Photographer IV	24.08
13075	Photographer V	26.50
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	8.71
15030	Counter Attendant	8.71
15040	Dry Cleaner	9.83
15070	Finisher, Flatwork, Machine	8.71
15090	Presser, Hand	8.71
15100	Presser, Machine, Drycleaning	8.71
15130	Presser, Machine, Shirts	8.71
15160	Presser, Machine, Wearing Apparel, Laundry	8.71
15190	Sewing Machine Operator	10.63
15220	Tailor	12.43
15250	Washer, Machine	9.31
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	18.05
19040	Tool and Die Maker	21.95
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	19.38
21020	Material Coordinator	16.97
21030	Material Expediter	16.97
21040	Material Handling Laborer	11.50
21050	Order Filler	13.21
21071	Forklift Operator	14.58
21080	Production Line Worker (Food Processing)	12.80
21100	Shipping/Receiving Clerk	13.09

21130	Shipping Packer	12.21
21140	Store Worker I	8.89
21150	Stock Clerk (Shelf Stocker, Store Worker II)	12.69
21210	Tools and Parts Attendant	16.99
21400	Warehouse Specialist	15.01
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	21.95
23040	Aircraft Mechanic Helper	14.51
23050	Aircraft Quality Control Inspector	23.11
23060	Aircraft Servicer	16.78
23070	Aircraft Worker	17.84
23100	Appliance Mechanic	18.05
23120	Bicycle Repairer	14.43
23125	Cable Splicer	20.93
23130	Carpenter, Maintenance	18.05
23140	Carpet Layer	17.61
23160	Electrician, Maintenance	22.59
23181	Electronics Technician, Maintenance I	16.08
23182	Electronics Technician, Maintenance II	20.88
23183	Electronics Technician, Maintenance III	22.73
23260	Fabric Worker	15.76
23290	Fire Alarm System Mechanic	19.03
23310	Fire Extinguisher Repairer	14.94
23340	Fuel Distribution System Mechanic	20.93
23370	General Maintenance Worker	16.46
23400	Heating, Refrigeration and Air Conditioning Mechanic	19.03
23430	Heavy Equipment Mechanic	19.03
23440	Heavy Equipment Operator	19.31
23460	Instrument Mechanic	19.03
23470	Laborer	10.70
23500	Locksmith	18.05
23530	Machinery Maintenance Mechanic	20.51
23550	Machinist, Maintenance	21.52
23580	Maintenance Trades Helper	13.85
23640	Millwright	19.24
23700	Office Appliance Repairer	18.05
23740	Painter, Aircraft	20.76
23760	Painter, Maintenance	18.05
23790	Pipefitter, Maintenance	19.04
23800	Plumber, Maintenance	18.05
23820	Pneudraulic Systems Mechanic	19.03
23850	Rigger	19.03
23870	Scale Mechanic	17.03
23890	Sheet-Metal Worker, Maintenance	19.03
23910	Small Engine Mechanic	20.05
23930	Telecommunication Mechanic I	19.41
23931	Telecommunication Mechanic II	20.45
23950	Telephone Lineman	20.93

23960	Welder, Combination, Maintenance	19.03
23965	Well Driller	19.03
23970	Woodcraft Worker	19.03
23980	Woodworker	15.32
24000	Personal Needs Occupations	
24570	Child Care Attendant	11.37
24580	Child Care Center Clerk	15.86
24600	Chore Aid	8.05
24630	Homemaker	16.45
25000	Plant and System Operation Occupations	
25010	Boiler Tender	20.85
25040	Sewage Plant Operator	19.15
25070	Stationary Engineer	20.85
25190	Ventilation Equipment Tender	13.85
25210	Water Treatment Plant Operator	19.72
27000	Protective Service Occupations	
	Police Officer	20.54
27004	Alarm Monitor	15.04
27006	Corrections Officer	17.69
27010	Court Security Officer	18.84
27040	Detention Officer	18.29
27070	Firefighter	19.72
27101	Guard I	9.51
27102	Guard II	12.53
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	16.46
28020	Hatch Tender	15.74
28030	Line Handler	15.74
28040	Stevedore I	15.47
28050	Stevedore II	17.45
29000	Technical Occupations	
21150	Graphic Artist	20.36
29010	Air Traffic Control Specialist, Center (2)	28.96
29011	Air Traffic Control Specialist, Station (2)	19.97
29012	Air Traffic Control Specialist, Terminal (2)	21.99
29023	Archeological Technician I	14.57
29024	Archeological Technician II	16.29
29025	Archeological Technician III	20.20
29030	Cartographic Technician	22.73
29035	Computer Based Training (CBT) Specialist/ Instructor	23.94
29040	Civil Engineering Technician	19.56
29061	Drafter I	12.22
29062	Drafter II	15.30

29063	Drafter III	17.18
29064	Drafter IV	21.49
29081	Engineering Technician I	15.50
29082	Engineering Technician II	17.99
29083	Engineering Technician III	21.63
29084	Engineering Technician IV	24.82
29085	Engineering Technician V	30.35
29086	Engineering Technician VI	36.72
29090	Environmental Technician	19.29
29100	Flight Simulator/Instructor (Pilot)	27.76
29160	Instructor	23.34
29210	Laboratory Technician	15.98
29240	Mathematical Technician	23.39
29361	Paralegal/Legal Assistant I	16.71
29362	Paralegal/Legal Assistant II	21.31
29363	Paralegal/Legal Assistant III	26.07
29364	Paralegal/Legal Assistant IV	31.54
29390	Photooptics Technician	21.06
29480	Technical Writer	23.99
29491	Unexploded Ordnance (UXO) Technician I	18.40
29492	Unexploded Ordnance (UXO) Technician II	22.27
29493	Unexploded Ordnance (UXO) Technician III	26.69
29494	Unexploded (UXO) Safety Escort	18.40
29495	Unexploded (UXO) Sweep Personnel	18.40
29620	Weather Observer, Senior (3)	19.38
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
29622	Weather Observer, Upper Air (3)	16.64
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	15.09
31260	Parking and Lot Attendant	8.62
31290	Shuttle Bus Driver	12.94
31300	Taxi Driver	10.60
31361	Truckdriver, Light Truck	11.78
31362	Truckdriver, Medium Truck ✓	14.97
31363	Truckdriver, Heavy Truck ✓	17.52
31364	Truckdriver, <u>Tractor-Trailer</u>	17.52
99000	Miscellaneous Occupations	
99020	Animal Caretaker	8.97
99030	Cashier	8.53
99041	Carnival Equipment Operator	11.11
99042	Carnival Equipment Repairer	11.97
99043	Carnival Worker	7.48
99050	Desk Clerk	9.78
99095	Embalmer	19.04
99300	Lifeguard	9.67
99310	Mortician	21.63

99350	Park Attendant (Aide)	12.15
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
99500	Recreation Specialist	15.94
99510	Recycling Worker	14.06
99610	Sales Clerk	10.04
99620	School Crossing Guard (Crosswalk Attendant)	10.34
99630	Sport Official	11.24
99658	Survey Party Chief (Chief of Party)	14.92
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18
99660	Surveying Aide	9.27
99690	Swimming Pool Operator	13.21
99720	Vending Machine Attendant	10.20
99730	Vending Machine Repairer	13.24
99740	Vending Machine Repairer Helper	10.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

Contract # NRC 10 03143

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC)

31000001

ACH FORMAT

 CCD+ CTX CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

GOVERNMENT MOVERS, INC

SSN NO. OR TAXPAYER ID NO

52-1743668

ADDRESS

5225B KILMER PL

HYATTSVILLE MD 20781-1020

CONTACT PERSON NAME

BARBARA A JOHNSON

TELEPHONE NUMBER

(301-) 598-2056

FINANCIAL INSTITUTION INFORMATION

NAME

BANK OF AMERICA

ADDRESS

REGIONAL CENTER VA2-125-04-01

RICHMOND VA 23261-7025

ACH COORDINATOR NAME

TELEPHONE NUMBER

(800) 241-5788

NINE-DIGIT ROUTING TRANSIT NUMBER

0 5 2 0 0 1 6 3 3

DEPOSITOR ACCOUNT TITLE

GOVERNMENT MOVERS INC

DEPOSITOR ACCOUNT NUMBER

000008202854

LOCK BOX NUMBER

ACH FORMAT

 CHECKING SAVINGS LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

Barbara A Johnson

TELEPHONE NUMBER

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Instructions for Completing SF 3881 Form

1. Agency Information Section — Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section — Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section — Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.