

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30				1. REQUISITION NO. ADM-03-140		PAGE 1 OF	
2. CONTRACT NO. NRC-10-03-140		3. AWARD/EFFECTIVE DATE 03-24-2003		4. ORDER NO.		5. SOLICITATION NO. RS-ADM-03-140	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Elinor Cunningham		b. TELEPHONE NO. (No Collect Calls) 301-415-6580		6. SOLICITATION ISSUE DATE 2/11/2003	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
U.S. Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Branch No. 1 Washington DC 20555				<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 485320 SIZE STANDARD: \$6 million		<input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						12. DISCOUNT TERMS N/A	
						13b. RATING N/A	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE 3100	
U.S. Nuclear Regulatory Commission Division of Administrative Services 11555 Rockville Pike Mailstop O-2-B-2 Rockville MD 20852				U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		14. METHOD OF SOLICITATION	
						<input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
Shirlington Limousine and Transportation Reagan National Airport Signature Aviation, Hangar 7, Room 223 Attn: Christopher Baker Washington DC 20001						U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: Payment Team, M.S. T-9H4 Washington DC 20555	
TELEPHONE NO. 703-418-2700		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED			
				<input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See the schedule attached herein.						
25. ACCOUNTING AND APPROPRIATION DATA 31X0200 34015511306 D2322 2120 \$45,000.00						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$64,540.25	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>three</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>your revised</u> OFFER DATED <u>3/11/03</u> . YOUR OFFER ON SOLICITATION (BLOCK <input checked="" type="checkbox"/> 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <u>all items</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Christopher D. Baker				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen M. Pool			
30c. DATE SIGNED March 24, 2003				31c. DATE SIGNED 3/24/03			

TEMPLATE - ADM002

ADM002

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SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

On-Call Transportation Services for NRC Senior Staff

B.2 BRIEF DESCRIPTION OF WORK

The contractor shall provide a single driver on-site each federal workday to perform urgent driving requests and other transportation related tasks, additional drivers as requested to transport U. S. Nuclear Regulatory Commission (NRC) senior staff, in support of their conduct of official NRC business in accordance with this Statement of Work, using either government vehicles provided by NRC or vehicles provided by the contractor (as specified in the individual order). Orders for driver services will be issued for work required by the NRC in accordance with 52.216-18 Ordering, which will become a part of the provisions under this agreement.

Only Contracting Officers of the NRC or other NRC 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.3 ITEMS AND PRICES

The following price schedule shall be completed and returned with your quotes:

BASE PERIOD 5/1/03 to 11/30/03 rates for the contractor to provide drivers to transport NRC executives using vehicles provided by NRC:

Article or Services	Estimated Quantity	Unit	Unit Price	Amount
CLIN				
1. Driver Type 1 (Year 1)	425	Hour	\$31.50	\$26,775
2. Driver Type 2 (Year 1)	75	Hour	\$31.95	\$ 2,396.25
3. Driver Type 3 (Year 1)	1000	Hour	\$31.25	\$31,250
4. Driver Type 3 (Year 1) Overtime	50	Hour	\$46.88	\$2,344
(Applies when contractor is required to pay overtime in accordance with Service Contract Act).				

BASE PERIOD 5/1/03 to 11/30/03 rates for the contractor to provide drivers to transport NRC executives using vehicles provided by the contractor: (Fixed hourly rates for CLINs 5 & 6 shall include appropriate costs for gasoline, oil, insurance and maintenance)

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
5. Driver Type 1 (Year 1)	13	Hour	\$36.50	\$474.50
6. Driver Type 2 (Year 1)	13	Hour	\$38.50	\$500.50
7. Driver Type 3 (year 1)	0	Hour	\$36.50	\$ 0
8. Estimated annual incentive payments				\$300
9. Estimated annual reimbursement for tolls and related transportation cost, fees, etc. at actual cost.				\$500

Total estimated cost for Base Period = \$64,540.25

1ST OPTION PERIOD 12/1/03 to 4/30/03 rates for the contractor to provide drivers to transport NRC executives using vehicles provided by NRC:

Article or Services	Estimated Quantity	Unit	Unit Price	Amount
CLIN				
1. Driver Type 1 (Year 1)	425	Hour	\$31.50	\$26,775
2. Driver Type 2 (Year 1)	75	Hour	\$31.95	\$ 2,396.25
3. Driver Type 3 (Year 1)	1000	Hour	\$31.25	\$31,250
4. Driver Type 3 (Year 1) Overtime	50	Hour	\$46.88	\$2,344
(Applies when contractor is required to pay overtime in accordance with Service Contract Act).				

1ST OPTION PERIOD 12/1/03 to 4/30/03 rates for the contractor to provide drivers to transport NRC executives using vehicles provided by the contractor: (Fixed hourly rates for CLINs 5 & 6 shall include appropriate costs for gasoline, oil, insurance and maintenance)

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
5. Driver Type 1 (Year 1)	13	Hour	\$36.50	\$474.50
6. Driver Type 2 (Year 1)	13	Hour	\$38.50	\$500.50
7. Driver Type 3 (year 1)	0	Hour	\$36.50	\$ 0
8. Estimated annual incentive payments				\$300
9. Estimated annual reimbursement for tolls and related transportation cost, fees, etc. at actual cost.				\$500

Total estimated cost for 1st Opt Period = \$64,540.25

2nd OPTION PERIOD (2nd - Year): rates for the contractor to provide drivers to transport NRC executives using vehicles provided by NRC:

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
CLIN				
10. Driver Type 1 (Year 2)	850	Hour	\$32.50	\$27,625
11. Driver Type 2 (Year 2)	150	Hour	\$32.95	\$ 4,942.50
12. Driver Type 3 (Year 2)	2000	Hour	\$32.25	\$64,500
13. Driver Type 3 (Year 2) overtime	100	Hour	\$48.38	\$ 4,848
(Applies when contractor is required to pay overtime in accordance with Service Contract Act).				

2nd OPTION PERIOD (2nd - Year): rates for the contractor to provide drivers to transport NRC executives using vehicles provided by the contractor: (Fixed hourly rate for CLINs 9 & 10 shall include appropriate costs for gasoline, oil, insurance and maintenance)

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
14. Driver Type 1 (Year 2)	25	Hour	\$37.50	\$937.50
15. Driver Type 2 (Year 2)	25	Hour	\$39.50	\$987.50
16. Estimated annual incentive payments				\$300
17. Estimated annual reimbursement of tolls and related transportation cost, parking fees, etc. at actual cost				\$500

Total estimated cost for Option Period 2 = \$104,640.50

3rd OPTION YEAR (3rd - Year): rates for the contractor to provide drivers to transport NRC executives using vehicles provided by NRC:

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
CLIN				
18. Driver Type 1 (Year 3)	850	Hour	\$33.50	\$28,475
19. Driver Type 2 (Year 3)	150	Hour	\$33.95	\$ 5,092.50

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20. Driver Type 3 (Year 3) 2000 Hour \$33.25 \$66,500
 21. Driver Type 3 (Year 3)overtime 100 Hour \$49.88 \$ 4,988
 (Applies when contractor is required to pay overtime in accordance with Service Contract Act).

OPTION YEAR (3rd - Year): rates for the contractor to provide drivers to transport NRC executives using vehicles provided by the contractor: (Fixed hourly rates for CLINs 9 & 10 shall include appropriate costs for gasoline, oil, insurance and maintenance)

Articles or Services	Estimated Quantity	Unit	Unit Price	Amount
22. Driver Type 1 (Year 3)	25	Hour	\$38.50	\$962.50
23. Driver Type 2 (Year 3)	25	Hour	\$40.50	\$1012.50
24. Estimated annual incentive payments				\$300
25. Estimated annual reimbursement of tolls and related transportation cost, parking fees,etc. at actual cost				\$500
Total estimated cost for Option Period 3 =				\$107,830.50

(NOTE: The quantities specified above are estimates only and are not guaranteed by the NRC)

The services described herein are considered to be a "commercial item". The contractor shall be paid a fixed unit price per hour for services performed with the only additional reimbursement being for incidental travel expenses directly related to performance of the work (please refer to "OTHER TRANSPORTATION RELATED COSTS (Tolls, Parking Fees, Etc.)" for clarification of the expenses that will be reimbursed.

The three (3) different types of response times for driver services, with the definition for each, for each one-year period of performance are specified below:

TYPE 1 DRIVER SERVICES: Applies to services ordered more than 12-hours in advance of the requested services start-time. Are on an "on call" basis with guaranteed minimum of 4-hours per request. Hours worked are computed beginning when the driver reports to the NRC ASC location (if requested by NRC) or when the driver picks-up the NRC passenger (s) at an off-site location and ends when the driver completes the services specified in the NRC request. Driving assignments that exceed 4-hours are paid based on the number of hours multiplied by the applicable hourly rate, with partial hours of less than 30-minutes being rounded down to the next whole-hour and partial hours that are 30 minutes or more being rounded up. There is a separate pricing based on whether NRC or the Contractor provides the vehicles.

TYPE 2 DRIVER SERVICES: Applies to services ordered more than 2-hours, but less than 12-hours in advance of the requested services start-time. Are on an "on-call" basis with a guaranteed minimum of four (4) hours per request. Hours worked are computed beginning when the driver reports to the NRC ASC location or when the driver pick-up the NRC passenger (s) at an off-site location and ends when the driver completes the services specified in the NRC request. Driving assignments that exceed 4-hours are paid based on the number of hours multiplied by the applicable hourly rate, with partial hours of less than 30-minutes being rounded down to the next whole-hour and partial hours that are 30-minutes or more being grounded up . There is separate pricing based on whether NRC or the Contractor provides the vehicle.

TYPE 3 DRIVER SERVICES: For the type 3 Services, the contractor shall provide a single contract driver on-site at the NRC ASC located on the 2nd floor of the NRC One White Flint Building in Rockville, Maryland, to support immediate

and other urgent driving requests. While awaiting the next driving assignment, this person shall perform NRC Transportation-related tasks, Monday-Friday 8:15am-4:45pm each week -day (except federal holidays) during the contract period. The NRC Project Officer will provide this driver with any needed technical, task-oriented training for the performance of these daily repetitive Transportation-related tasks NRC considers the driver initially assigned by the contractor to perform the Type 3 Driver Services to be a "Key Personnel" in the successful performance of the daily contract requirements. As Such, the Contractor shall ensure the same person is provided on-site at NRC each day to perform these services. For Driver Type 3 assignments begun during the normal daily "stand-by" time and completed after the normal daily ending time of 4:45pm, the part of the assignment performed after 4:45pm shall be considered overtime.

ATTENTION: The Contractor shall not be eligible for payment of a completed driving request until the completed "driver log" for that assignment is returned to the NRC Project Officer.

The services described herein are considered to be a "Commercial item" The contractor shall be paid a fixed unit price per hour for services performed with the only additional reimbursement being for incidental travel expenses directly related to performance of the work (please refer to "OTHER TRANSPORTATION RELATED COSTS (Tolls, Parking Fees, Etc.)" for clarification of the expenses that will be reimbursed.

The quantities specified above are estimates only. The NRC cannot guarantee these quantities. The amount of services ordered will be based on actual needs during the life of this contract. The contractor shall be paid the unit price per hour as stated above. The amount due for driver services in excess of four hours shall be computed by multiplying the unit price per hour by the number of hours worked. A four hour minimum will automatically be assessed for any requests performed under four hours.

Hours worked are computed as starting from the time the driver reports to the NRC Administrative Service Center (ASC) to obtain the NRC vehicle and passenger(s), when using company vehicle, and ends when the driver completes the assignment and furnishes the completed driver logs to the NRC Project Officer. If an order requires the contractor to provide a driver and vehicle and to pick the passenger at a location other than the NRC, the hours worked will start at the time the driver and vehicle arrive at the pick up location.

Instances where the duration of an assignment is not one full hour or a number of full hours, but extends beyond the hour, will be compensated as follows:

- 1) for increments of service 29 minutes or less, there will be no charge to the NRC for that increment of time;
- 2) for increments of service 30 minutes or more, will be a charged as one full additional hour.

Example: An assignment which required four hours and 15 minutes to complete will be paid for four hours; and an assignment which used four hours and thirty minutes, the NRC, will pay the contractor for five hours of service.

There shall be no additional charge to the NRC for driver services performed at different times of the day or driving assignments to locations out of the Washington, DC metropolitan area.

B.4 CONSIDERATION AND OBLIGATION -- FIXED PRICE - DELIVERY ORDERS ALTERNATE 1 (JUN 1991)

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$64,540.25. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The current amount obligated by the Government under this contract is \$45,000.

B.5 STATEMENT OF WORK

B.5.1 GENERAL

The contractor shall furnish all requested personnel, supervision, and vehicles to ensure that transportation services are expeditiously provided upon notification to the contractor of an NRC authorized request. These transportation services will be ordered by NRC on a recurring basis. The Nuclear Regulatory Commission (NRC) will furnish the vehicles to be driven and a credit card to purchase gasoline for the NRC vehicles provided, or when NRC vehicles are not available will request the contractor to provide the vehicle. When the contractor provides the vehicle, the contractor shall also provide gasoline, oil, insurance, etc. necessary to complete the request. The unit prices charged by the contractor shall include these costs and shall not be billed separately (except for reimbursables stated herein in Subsection titled "OTHER TRANSPORTATION RELATED COSTS" (Tolls, Parking Fees, etc.). ATTENTION: Payment for parking tickets and/or fines shall always be the responsibility of the contractor and NRC will not reimburse the contractor for these costs.

The contractor shall furnish the vehicle to be driven upon request.

B.5.2 MANDATORY PERFORMANCE REQUIREMENTS

1. The contractor shall provide drivers with or without vehicles (as specified in the individual NRC request) as needed to transport NRC senior staff from the NRC offices in Rockville, Maryland to hearings, meetings, conferences, and other official functions in the Washington, D.C. metropolitan area, and occasionally, to out-of-town locations within a 200 mile radius of the Washington metropolitan area. Occasionally, drivers shall transport NRC senior staff between their residences and airports or other transportation terminals. When transporting senior staff from airports or other transportation terminals, and requested by NRC, drivers shall park the vehicle in order to meet the senior staff person(s) arriving at the terminal at a predetermined location within the terminal (arrival gate, baggage pickup area, etc.), and assist them as necessary.
2. The contractor shall fulfill all oral requests (to be followed in writing by facsimile copy or electronic mail message) provided by an NRC authorized representative that yields at least a two-hour response time. Example: At 10:00 a.m., an NRC authorized representative notifies the contractor of the need for a driver at 12:00 noon that day.
3. Any order requested that yields a response time of less than two (2) hours will be considered "URGENT." If the contractor decides that an "URGENT" order cannot be filled, the NRC representative placing the order shall be notified immediately. If the contractor agrees to provide the driver(s) for the "URGENT" request and completes the order, an incentive of \$40.00 will be added to the total cost of that request. Example: On 11:45 a. m. on Tuesday morning, the contractor is provided notification of a request for a driver for 1:15 p.m. that same day. If the contractor accepts and completes this job, the contractor would be paid at the Type 2 hourly rate for the driver plus \$40.
4. The contractor shall fulfill a request for up to six(6) concurrent drivers at any given time, if NRC provides notification to the contractor of the request on other than the same day the driver services are to be performed. Example: Contractor is provided notification on Monday at 3:45 p.m. that six drivers are needed at 8:30 a.m. on the following day (Tuesday), six drivers shall be provided.
5. The contractor shall fulfill a request for up to three (3) concurrent drivers at any given time, if NRC provides notification to the contractor of the request on the same day the drivers are needed. Example: Contractor is provided notification on Monday at 10:00 a.m. that three drivers are needed at 12:00 noon that day, three drivers shall be provided.
6. Driver services requests are usually placed by NRC between the hours of 6:45 a.m. through 4:30 p.m., Monday through Friday. However, the contractor shall provide a point(s)-of-contact to receive NRC authorized requests or cancellations of requests for driver(s), on a 24-hour, on-call basis, 7 days a week, Sunday through Saturday, including holidays. For each driver request placed by NRC, this contractor point-of-contact shall receive the request 24-hours a day, 7-days a week, and shall notify the NRC authorized individual placing the order, within 30 minutes of the time the NRC person placed the order to the contractor, to confirm receipt of the request, identify the driver who will perform the request (including providing the driver's cellular phone number), and identify any problems in the contractor completing the request. Driver Services required may consist of any of the following:

- (a) Passenger, pick up and drop off (one way);
- (b) Passenger, pick up, drop off and wait for return trip, or next destination;
- (c) Passenger, drop off and return at a specified time for return trip, or next destination.

7. The contractor shall ensure that there is a pool of a minimum of seven (7) drivers available at all times during the period of performance of this purchase order. The contractor shall provide the NRC Project Officer with a properly completed security package for five (5) drivers within two weeks after the date of award. The contractor shall provide the NRC Project Officer with a properly completed security package for an additional three (3) drivers within ten calendar days after the date of award. A total of nine (9) packages is required as some drivers proposed by the contractor may not be cleared by NRC. Should the contractor plan to replace one of the seven(7) drivers in the pool, the NRC shall be notified immediately and a properly completed security package for the proposed replacement driver provided. Prior to a replacement driver being provided to NRC to perform driver services, the replacement driver(s) shall have a security clearance from the NRC. In case of an unplanned and immediate loss of a driver within the pool, the contractor shall submit a properly completed security package for a replacement driver within five calendar days from the date the driver being replaced is no longer available to perform under this contract. The NRC badge of the driver that is being terminated shall be returned to the NRC Project Officer immediately.

8. The Contractor shall ensure that each driver shall be equipped with a fully-charged wireless telephone with portable hands - free capability to be used to stay in contact with the Contractor management and the NRC Project Officer, instead of using NRC's cellular telephones in the Government vehicles. The NRC cellular telephones shall not be used for personal calls by the drivers. Upon receipt of an NRC authorized driver services request, as part of confirming receipt of the request, the contractor shall provide the NRC Project Officer with the cellular telephone number of the contractor's driver assigned to fulfill that request. The contractor shall ensure the driver's cellular phone is kept operational at all times when responding to or during performance of a driver services assignment in order for NRC or the contractor to quickly contact the driver regarding the assignment.

9. The Contractor shall ensure that each driver shall maintain the cleanliness of the interior of vehicles and ensure the vehicle remains in excellent operating condition by having the driver communicate any problem(s) with the NRC vehicles or communication equipment to the NRC Project Officer immediately.

10. The Contractor shall ensure the driver(s) treat all passengers with courtesy and respect, never uses profanity, or plays the radio/cassette player or CD player unless requested by the passenger.

11. The Contractor shall ensure the driver(s) never smokes in the NRC vehicle.

12. The Contractor shall immediately address a report from NRC of improper driver conduct or of unsafe driving habits, and shall take the necessary immediate steps to preclude any recurrence. (This provision is in addition to any other rights the Government may have under this contract with respect to contractor performance).

13. The Contractor shall ensure that each driver shall comply with NRC requests for alternate routes. The Contractor shall ensure that all requests for alternate routes are reported to the NRC Project Officer.

14. The Contractor shall ensure that all drivers comply with the Mandatory Driver Personnel Qualifications Requirements stated herein.

15. The contractor shall always carry the Chairmain/Commissioners luggage. When the Chairman/ Commissioners travel with another party, arrange for an airport luggage cart or skycap services that can accommodate all the luggage.

16. Under no circumstances shall the contractor's driver use the NRC vehicle for any personal business. The driver shall ensure the gas tank is kept on a minimum of one-half full at all times. The interior of the vehicle shall be maintained in a clean condition during each driving assignment. NRC will provide a Government credit card to the driver for gasoline and oil purchases, as necessary (for the assigned NRC vehicle only).

17. In the event of an accident in the NRC vehicle, the police and the NRC Project Officer shall be notified by the driver immediately. The contractor shall obtain a copy of the police report and provide it to the NRC Project Officer within five (5) working days of availability. If the police do not take a report, the contractor shall have the driver prepare a written statement of facts regarding the accident which shall include the following:

- A. location and time of accident
- B. circumstances concerning the accident
- C. Other driver's name, telephone number, address, policy number, tag number. and insurance information (if accident involves another car(s))
- D. name(s) and telephone number(s) of any passengers (if accident involves another car)
- E. name(s) and telephone number(s) of any witnesses

18. For the Type 3 Driver, the Contractor shall provide a single contract driver on-site at the NRC ASC located on the 2nd floor of the NRC One White Flint Building in Rockville, Maryland, to support "immediate" and other urgent driving requests. While awaiting the next driving assignment, this person shall perform NRC Transportation-related tasks, Monday-Friday from 8:15 am - 4:45pm each week-day (except federal holidays) during the contract period. The NRC Project Officer will provide this driver with any needed technical, tasks-oriented direction for initial orientation in completing the other daily transportation-related tasks. Further, to minimize the need for the Project Officer to provide repetitive guidance and task-oriented training for the performance of these daily repetitive Transportation - related tasks, NRC considers the driver initially assigned by the contractor to perform the type 3 Driver Services to be a "key Personnel" in the successful performance of the daily contract requirement. As such, the Contractor shall ensure the same person is provided on-site at NRC each day to perform these services. For a Driver Type 3, assignment begun during the normal daily "stand-by" time and completed after the normal daily ending time of 4:45 pm, the part of the assignment performed after 4:45 pm shall be considered overtime.

19. All conversation of passengers are considered confidential and may not be disclosed except to NRC staff as necessary to perform work under this contract. The contractor's employees or the employees of any subcontractor shall execute and be bound by a formal, written non-disclosure agreement.

B.5.3 MANDATORY DRIVER PERSONNEL QUALIFICATIONS REQUIREMENTS

All personnel performing driver services under this contract shall meet or exceed the following specifications:

- (a) each driver shall possess a valid, current chauffeur's license.
- (b) each driver shall be neatly and professionally dressed (males in jacket and tie; females in equivalent professional attire).
- (c) each driver shall be literate in the English language (written and spoken).
- (d) each driver shall be a citizen of the United States of America.
- (e) each driver shall possess an NRC building access approval and issued an NRC security badge (security package enclosed). (NOTE: See item #7 on this page above)
- (f) each driver shall have extensive knowledge of, and familiarity with, the metropolitan Washington area, which shall be based upon daily driving experience consisting primarily of personal driver services as opposed to driving an established bus or shuttle route.

Note: This is a very important distinction as drivers who are driving over different territory every day have a greater knowledge of the entire metropolitan area and are more aware of traffic patterns across the city. As a result, they tend to be up-to-date on construction sites that disrupt established traffic patterns and require alternate routes and/or detours. Drivers who are used exclusively on shuttle or bus routes do not have the broad experience and up-to-the minute knowledge of the Washington city area that this effort requires.

(g) each driver shall know the exact location of principal federal buildings and transportation terminal in the Washington, DC area (i.e., the State Department, the House Office Buildings, the Senate Office Buildings, Dulles International, Reagan National, Baltimore/Washington International Airport, etc.).

(h) each driver shall have a minimum of one year of experience driving in and around the Washington, D.C. area and shall have knowledge of the shortest or most desirable routes between points, and of alternative routes within the metropolitan area when traffic conditions warrant a route change.

B.5.4 PROCEDURES FOR ASSIGNED DRIVER(S)

The NRC authorized representative will place orders for driver services by notifying the contractor point-of-contact of a request for driver services including the itinerary and the time the driver(s) is(are) to report to the One White Flint North (OWFN) building at 11555 Rockville Pike, Rockville, Maryland, and whether NRC or the contractor is to provide the vehicle.

The contractor shall dispatch the driver(s) to the OWFN building after providing the driver with directions for the shortest and quickest route to the destination based upon the time of day and known conditions (weather, road construction, etc.). The contractor management shall monitor available information concerning construction, road detours and traffic back-ups and shall use this information in providing route directions to the driver. The contractor shall notify the NRC authorized representative placing the call if known traffic conditions may warrant an earlier departure time than NRC has scheduled. The contractor shall immediately notify the driver and NRC authorized representative of any traffic conditions that become known after the driver is dispatched which may affect the schedule of the trip.

To ensure that the driver is familiar with the route to be taken, upon arrival at the NRC Administrative Service Center, the assigned driver shall produce a map, identify the planned route and request approval of the planned route from the NRC Project Officer or other NRC authorized representative. The route proposed by the driver is subject to change by the NRC Project Officer, NRC authorized representative or the NRC personnel being transported.

The NRC Project Officer or NRC authorized representative will issue the driver a set of vehicle keys, credit card to purchase gasoline for the NRC vehicle, and a Driving Assignment Log Sheet. The driver shall then proceed to the garage to pick up the NRC vehicle and wait for the NRC passenger(s), or depart for the assignment (if someone is to be picked up elsewhere). The driver shall enter the departure time and beginning odometer mileage on the Driving Assignment Log Sheet. When the NRC passenger(s) enter the vehicle, the driver shall verify the assignment with the passenger(s) provide them with a business card containing the driver's name and cellular telephone number, and then proceed. Should the driver encounter unanticipated traffic back-ups, he/she shall take appropriate action using alternative routes to the destination based upon personal knowledge and experience.

When the driver reaches the destination, he/she shall establish an understanding with the passenger(s) about a pick up point and time (or wait) for the return trip. If the passenger(s) makes a change in the original itinerary, this change shall be immediately reported to the NRC Project Officer or other authorized NRC staff member. When in a wait status, the driver shall stage the vehicle nearby in case a schedule change necessitates an early departure. Upon return to One White Flint North/Two White Flint North, the driver shall discharge passengers on the P-1 level of the NRC garage at the initial pickup point, unless requested to do otherwise. The driver shall then proceed to the nearest gas station to re-fill the NRC vehicle's gas tank (to keep the tank on a minimum of one-half full at all times), then park the NRC vehicle in the designated NRC parking area, and proceed to the ASC and return the keys and the completed log sheet.

For NRC authorized requests that occur on weekends, holidays, or during other non-duty hours, the driver shall pickup the NRC vehicle keys (if NRC is providing the vehicle), credit card and log sheet from and/or return them to, NRC Room PI-34 in the NRC One White Flint North building (telephone #301-415-2056). This room is staffed by NRC security personnel 24 hours a day.

B.5.5 PLACEMENT OF NRC AUTHORIZED WORK REQUESTS

NRC will place Authorized Work Requests orally followed by written documentation (facsimile or e-mail). The NRC Authorized Work Requests shall include the following information:

- A) Date, location and driver(s) reporting time(s)
- B) Estimated time frame of performance of services
- C) Planned itinerary
- D) Authorized Work Request tracking number
- E) Whether NRC or the contractor will provide the vehicle

NOTE: A sample copy of the form used by NRC to provide facsimile documentation to the contractor of an authorized NRC work request (will be provided at time of award).

B.5.6 CANCELLATION OF AUTHORIZED REQUESTS

Any of the NRC authorized personnel listed herein are authorized to cancel any order for services by telephone, telefax, e-mail, or letter, an hour or more prior to the start time, at no cost to the Government. Oral cancellations will be followed up by written documentation. A cancellation of an order within one hour before the service start time stated in the request will be subject to a charge for one hour of service at the rates set forth in the schedule herein.

NRC authorized requests that are canceled by one of the authorized personnel listed herein after the time designated in that request for the contractor's driver to arrive at the designated location in the request, shall be subject to a four (4) hour minimum charge payment to the contractor, if the contractor's driver(s) arrived at the NRC location within the arrival time stated in that NRC request.

B.5.7 NRC PERSONNEL AUTHORIZED TO REQUEST DRIVERS

(a) In addition to the NRC Contracting Officer, the following NRC personnel are authorized to place requests for drivers under this purchase order and can be contacted on the central office telephone number 301-415-4272 or the direct line for each person listed below:

NAME	OFFICE TELEPHONE	PAGER
1. Greg Nesmith	301-415-2997 (NRC Project Officer)	1-888-886-6159
2. Dennis Tarnier	301-415-2283	1-888-881-1723
3. Cynthia Marcy	301-415-3133	1-888-798-9025
4. Renea Bailey	301-415-2265	1-888-882-1673

(b) If the contractor fails to perform the services within the time period specified in this purchase order, or any extension, the contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for any delay, the sum of \$30.00 for each hour that an NRC employee performs a driver services assignment instead of the contractor's driver.

(c) If one of the NRC authorized representatives cannot get in touch with the contractor's point-of-contact to confirm the

contractor's receipt of the driver services request within 30 minutes of the NRC's initial attempt to contact the contractor to provide notification of a request for driver services, the NRC shall deduct the sum of \$30.00 for each occurrence.

Example: If at 10:00 a.m. an NRC authorized representative places a call to the contractor's point-of-contact and has to leave a message, and a response, return call, is not provided to NRC by 10:30 a.m. that day, verifying receipt of the request and identifying the Contractor's driver and the driver's cellular phone number who will perform the driving assignment, a deduction of \$50.00 will be assessed against the contractor.

NOTE: This deduction is in addition to the deduction listed in (b) above for an NRC employee having to perform the driver services.

(d) If delivery or performance is delayed, the Government may terminate this purchase order in whole or in part under FAR 52.212-4 in this contract and in that event, the contractor shall be liable for fixed, agreed, and liquidated damages in the amount of \$140 per week accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(e) The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor as defined in the 52.212-4 in this purchase order.

NRC shall have the right to deduct the amount of Monetary Deductions assessed against the contractor from any amount owed by NRC to the contractor for services performed.

B.5.8 OTHER TRANSPORTATION RELATED COSTS (TOLLS, PARKING FEES, ETC.)

The contractor shall be responsible for payment of any miscellaneous transportation costs related to the direct performance of the driver services request such as the cost of tolls (highway, bridge, tunnel, etc.), parking meter fees, parking lot fees, etc. The contractor shall ensure in advance that the assigned driver possesses sufficient funds to cover any of these costs that may occur during the driving assignment. For each cost incurred, the driver shall obtain a receipt to document the exact amount and nature of the expense in relation to performance of the driving assignment. The contractor shall provide this receipt with the relevant NRC Work Request Tracking Number specified, along with the invoice requesting reimbursement for the expense to the NRC Project Officer. NRC will reimburse the contractor for these expenses.

B.5.9 PARKING TICKETS/FINES

The contractor shall be responsible for payment of any parking violations issued to NRC vehicles or the contractor's vehicles during the period the vehicle is being used by the contractor's driver to transport NRC personnel as follows:

A. The contractor shall immediately notify the NRC Project Officer whenever a parking ticket is incurred on an NRC vehicle and also provide a copy of the ticket.

B. Within five (5) business days of incurring the parking violation, the contractor shall provide the NRC Project Officer with documentation (receipt) of the payment of that ticket.

ATTENTION: NRC will not reimburse the contractor for the cost of any parking violations.

B.5.10 PERIOD OF PERFORMANCE

The base period of performance of this contract shall commence 5/1/2003 and will expire 11/30/2003. The Government may extend the period of performance for one six month option period and two one-year option periods.

B.5.11 CONTRACTOR PROVIDED VEHICLES

The contractor shall ensure the driver has filled the gas tank prior to arrival at NRC to begin the request and inspected the interior for cleanliness.

All vehicles shall have current tags, safety inspections, and be late-model (no more than 4 model-years old), clean exterior (shall have no body damage, missing paint, missing parts, cracked glass, non-factory paint scheme, contractor's advertising, etc.), clean interior (shall have no trash/debris and no rips/stains/dirt/hair on seats, and be free of odors from pets, tobacco smoke, etc.), thoroughly clean ash-trays, have 4-doors, and have no after-market modifications such as an extension (stretch conversions, etc.).

Upon request by NRC, the contractor shall provide a vehicle from one of the following types of vehicles to transport NRC personnel:

1. Full-size Executive Sedan: Acceptable vehicles are Lincoln Town-Car or Continental, Ford LTD Crown Victoria, Mercury Grand Marquis, Chrysler Concorde or LHS, or the Buick Park Avenue. NRC prefers the vehicle to have a "dark" color scheme (grey, blue or black).

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB 1998

SECTION C - CONTRACT CLAUSES

C.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)	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I (APR 1984)	DEC 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Payment.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

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

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

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

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

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

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

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

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

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

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

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

Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

C.3 ELECTRONIC PAYMENT

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

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

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

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

C.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).

C.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995)

(a) The NRC will provide the contractor with the following items for use under this contract:

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1. Three (3) Mercury Grand Marquis LS 4-Door Sedan
2. One (1) Ford Aerostar Mini Van
3. One (1) Ford Club Wagon (15 passenger van)
4. One (1) Ford Explorer (SUV)
5. One (1) Lincoln Town Car
6. A credit card to purchase gasoline and oil for each NRC vehicle.

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

(c) The Government reserves the right to replace any of the vehicles listed herein as their lease expires or at any time if it is determined to be in the best interest of the Government.

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

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

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

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

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

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

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5. C-5

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

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

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

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

[] (ii) Alternate I of 52.219-23.

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

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

[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (12) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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

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

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

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

[] (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

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

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

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

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

[X] (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] (23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

[X] (24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).--

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

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

clause at 52.215-2, Audit and Records--Negotiation.

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

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

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

C.7 52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$200,000 for

each person and \$500,000 for each occurrence and (2) property damage of not less than \$50,000 for each accident and \$50,000 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

C.8 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 during the period of performance set forth in a separate clause.

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

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

C.9 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 10 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 (to be filled in at time of award).

C.10 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.

C.11 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

C.12 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 1-151 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)

C.13 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.

C.14 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.

C.15 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.

C.16 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data 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 checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 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 contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in MD 12.3, Part I. The individual will be subject to a reinvestigation every 10 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 contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

C.17 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 5 days after contract expiration.

C.18 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name:	Greg Nesmith
Address:	USNRC Division of Admin Services MS T-2B7 Washington, DC 20555
Telephone Number:	301-415-2997

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time

required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. DOL SCA Wage Determination
2. NRC Form 187 Contract Security Classification Requirements
3. SF 3881 ACH Vendor Enrollment Form
4. Billing Instructions for Fixed Price Contracts

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

**COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

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

2. TYPE OF SUBMISSION

- ☒ A. ORIGINAL
☐ B. REVISED (Supersedes all
previous submissions)
☐ C. OTHER (Specify)

B. PROJECTED
START DATE

C. PROJECTED
COMPLETION DATE

04/01/2003

04/01/2006

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

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

DR-01-0095

DATE

04/01/2003

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Transportation Services for NRC Senior Staff

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.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE Valeria H. Wilson Division of Administrative Services/OADM	SIGNATURE 	DATE 3/20/03
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

- Must be U.S. citizens
- Must sign a non-disclosure agreement
- Building Access

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

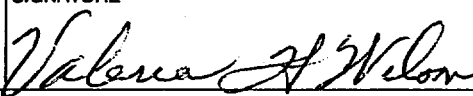
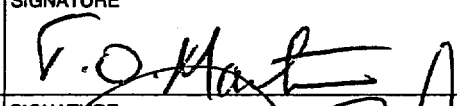
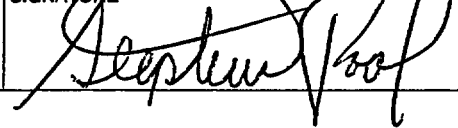
- ☐ AUTHORIZED CLASSIFIER (Name and Title) ☒ DIVISION OF FACILITIES AND SECURITY

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

- ☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A) ☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
☒ DIVISION OF FACILITIES AND SECURITY (Item 10B) ☐ CONTRACTOR (Item 1)
☐ 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	SIGNATURE 	DATE 3/20/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin	SIGNATURE 	DATE 3/20/03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Kathryn O. Greene	SIGNATURE 	DATE 3/21/03

REMARKS

On-site driver ^{only on} will require IT access.

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



William W. Gross
Director

Division of
Wage Determinations

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

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, Tractor-Trailer	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.

**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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3)

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.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

- 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

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 positions are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234*****Includes Interest of \$25.00 at 12% for 6 days\00019876543

where, *RMT* is ANSI Segment Identifier Code for Remittance Advice
 *** separates the data elements; multiple *** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^* terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, *CR* is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, *CT* is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, *12345* represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, *43265* represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted *YYMMDD*

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

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

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

☐ CHECKING

☐ SAVINGS

☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()

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 record keeper, 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.