

2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE 02/11/2004	4. REQUISITION/PURCHASE REQ. NO. ADM-04-407	5. PROJECT NO (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Branch No. 1 Washington DC 20555		7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  Blue Ridge Limousine and Touring Service Attn: Mr. Neill Jefferson 4300 Old Dominion Road, Suite 600  Arlington, VA 22207-3226	(X)	9A. AMENDMENT OF SOLICITATION NO RS-ADM-04-407
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO NRC-10-04-407
	X	10B. DATED (SEE ITEM 13) 12-01-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 JOB CODE: D2322 B&R NO: 440-15-511306 BOC: 2120  
 APPROPRIATION NO: X0200 OBLIGATE: \$23,490.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 See the attached herein

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) B. NEILL JEFFERSON / PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen M. Pool
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED 2/11/04	16C. DATE SIGNED 2/11/04

The purpose of this modification is to:

1. Increase the ceiling amount for the base year by \$17,706.90 from \$50,752.75 to \$68,459.65 to reflect an additional on-site driver (Driver Type 3) and to decrease the estimated hours for the Driver Type 1 and 2 services.
2. Revise Option Years 1, 2, and 3 on CLIN Nos. 1 (Driver Type 1 and Type 2) to reflect a decrease in the estimated hours listed in Attachment 1.
3. Provide incremental funding in the amount of \$23,490.00, thereby increasing the obligated amount of the contract from \$40,000.00 to \$63,490.00; (4) replace the Item and Price Schedule and the Statement of Work;

Accordingly, the contract is hereby modified as follows:

- (1) Under Section B.1, "CONSIDERATION AND OBLIGATION--DELIVERY ORDERS, (JUN 1988)," first sentence in paragraph (a) and (b)" are revised to read as follows:  
  
    "(a)The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$68,459.65."  
  
    "(b) The amount presently obligated with respect to this contract is \$64,490.00."
- (2) Under Section B.3, "ITEMS AND PRICE" and Section B.4 "STATEMENT OF WORK", delete in its entirety and replace with the following: (See Attachment 1). Therefore, Under Section B.3, CLIN No. 1 (Driver Type 1) and CLIN No. 2 (Driver Type 2) for the base year and option year periods estimated hours are decreased and the revised hours are reflected in Attachment 1.

All other terms and conditions remain unchanged.

A summary of obligations for this contract from the date of award through the date of this action is provided below:

TOTAL 04 OBLIGATION AMOUNT:	\$63,490.00
CUMULATIVE TOTAL OF NRC OBLIGATIONS:	\$63,390.00

This modification obligates FY 2003 funds in the amount of \$23,390.00.

**B.3 ITEMS AND PRICES**

BASE PERIOD (December 1, 2003 - May 31, 2004): rates for the contractor to provide drivers to transport NRC executives and/or their documents using vehicles provided by NRC:

Article or Services CLIN	Estimated Quantity	Unit	Unit Price	CLIN Total
1. Driver Type 1:	[REDACTED]	Hour	[REDACTED]	\$ 5,355.00
2. Driver Type 2:	[REDACTED]	Hour	[REDACTED]	\$ 479.25
3. Driver Type 3:	[REDACTED]	Hour	[REDACTED]	\$ 31,250.00
4. Driver Type 3: (On-site leader)	[REDACTED]	Hour	[REDACTED]	\$ 26,250.00
5. Driver Type 3 Overtime:	[REDACTED]	Hour	[REDACTED]	\$ 2,344.00

(Applies when contractor is required to pay overtime in accordance with Service Contract Act).

6. Driver Type 3 Overtime:	[REDACTED]	Hour	[REDACTED]	\$ 1,406.40
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(On-site leader) (Applies when contractor is required to pay overtime in accordance with Service Contract Act).

BASE PERIOD (December 1, 2003 - May 31, 2004) rates for the contractor to provide drivers to transport NRC executives and/or their documents 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 CLIN	Estimated Quantity	Unit	Unit Price	Amount
7. Driver Type 1:	[REDACTED]	Hour	[REDACTED]	\$ 474.50
8. Driver Type 2:	[REDACTED]	Hour	[REDACTED]	\$ 500.50
9. Driver Type 3:	0	Hour	\$ 0.00	\$ 0.00

10. Estimated period incentive payments.....\$150

11. Estimated period reimbursement for  
tolls and related transportation cost,  
fees, etc. at actual cost.....\$250

Total estimated cost for Base Period = \$68,459.65

OPTION PERIOD 1 (June 1, 2004 - November 30, 2004) rates for the contractor to provide drivers to transport NRC executives and/or their documents using vehicles provided by NRC:

Articles or Services	Estimated Quantity	Unit	Unit Price	CLIN Total
CLIN				
12. Driver Type 1:	[REDACTED]			\$ 4,882.50
13. Driver Type 2:	[REDACTED]			\$ 479.25
14. Driver Type 3:	[REDACTED]			\$ 31,250.00
15. Driver Type 3: (On-site leader)	[REDACTED]			\$ 31,250.00
16. Driver Type 3 overtime:	[REDACTED]	Hour	\$ [REDACTED]	\$ 2,344.00
(Overtime applies when contractor is required to pay overtime in accordance with Service Contract Act).				
17. Driver Type 3 Overtime:	[REDACTED]	Hour	[REDACTED]	\$ 1,875.20
(On-site leader) (Applies when contractor is required to pay overtime in accordance with Service Contract Act).				

OPTION PERIOD 1 (June 1, 2004 - November 30, 2004) rates for the contractor to provide drivers to transport NRC executives and/or their documents 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	CLIN Total
18. Driver Type 1:	[REDACTED]			\$ 474.50
19. Driver Type 2:	[REDACTED]			\$ 500.50
20. Estimated option incentive payments.....				\$150
21. Estimated option reimbursement of tolls and related transportation cost, parking fees, etc. at actual cost.....				\$250

Total estimated cost for Option Period 1 = \$73,455.95

OPTION PERIOD 2: December 1, 2004 to November 30, 2005 rates for the contractor to provide drivers to transport NRC executives and/or their documents using vehicles provided by NRC:

Articles or Services	Estimated Quantity	Unit	Unit Price	CLIN Total
CLIN				
22. Driver Type 1 (Option 2)	[REDACTED]			\$ 9,750
23. Driver Type 2 (Option 2)	[REDACTED]			\$ 988.50
24. Driver Type 3 (Option 2)	[REDACTED]			\$ 64,500
25. Driver Type 3 (Option 2) (On-site Leader)	[REDACTED]			\$ 64,500
26. Driver Type 3 (Option 2)overtime	[REDACTED]			\$ 4,838.00

(Applies when contractor is required to pay overtime in accordance with Service Contract Act).

27. Driver Type 3 (Option 2)overtime	[REDACTED]			\$ 3,870.40
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(On-Site Leader. Applies when contractor is required to pay overtime in accordance with Service Contract Act).

OPTION PERIOD 2: December 1, 2004 to November 30, 2005 rates for the contractor to provide drivers to transport NRC executives and/or their documents 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	CLIN Total
28. Driver Type 1 (Option 2)	[REDACTED]			\$ 937.50
29. Driver Type 2 (Option 2)	[REDACTED]			\$ 987.50
30. Estimated annual incentive payments.....				\$300
31. Estimated annual reimbursement of tolls and related transportation cost, parking fees, etc. at actual cost.....				\$500

Total estimated cost for Option Period 2 = \$151,171.90

OPTION PERIOD 3: December 1, 2005 to November 30, 2006 rates for the contractor to provide drivers to transport NRC executives and/or their documents using vehicles provided by NRC:

Articles or Services	Estimated Quantity	Unit	Unit Price	CLIN Total
CLIN 32. Driver Type 1 (Option 2)	[REDACTED]			\$10,050
33. Driver Type 2 (Option 2)	[REDACTED]			\$1,358.40
34. Driver Type 3 (Option 2)	[REDACTED]			\$66,500
35. Driver Type 3 (Option 2) (On-site Leader)	[REDACTED]			\$66,500
36. Driver Type 3 (Option 2)overtime (Applies when contractor is required to pay overtime in accordance with Service Contract Act).	[REDACTED]	Hour	\$ [REDACTED]	\$4,988.00
37. Driver Type 3 (Option 2)overtime (On-Site Leader. Applies when contractor is required to pay overtime in accordance with Service Contract Act).	[REDACTED]	Hour	\$ [REDACTED]	\$3,990.40

OPTION PERIOD 3: December 1, 2005 to November 30, 2006 rates for the contractor to provide drivers to transport NRC executives and/or their documents 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	CLIN Total
38. Driver Type 1:	[REDACTED]			\$962.50
39. Driver Type 2:	[REDACTED]			\$1,012.50
40. Estimated annual incentive payments.....				\$300
41. Estimated annual reimbursement of tolls and related transportation cost, parking fees, etc. at actual cost.....				\$500

Total estimated cost for Option Period 3 = \$156,161.80

TOTAL ESTIMATED COST FOR BASE PERIOD .....	\$68,459.65
December 1, 2003 - May 31, 2004	
TOTAL ESTIMATED COST FOR OPTION PERIOD 1 .....	\$73,455.95
June 1, 2004 - November 30, 2004	
TOTAL ESTIMATED COST FOR OPTION PERIOD 2 .....	\$151,171.90
December 1, 2004 to November 30, 2005	
TOTAL ESTIMATED COST FOR OPTION PERIOD 3 .....	\$156,161.80
December 1, 2005 to November 30, 2006	
<b>TOTAL ESTIMATED COST OF CONTRACT .....</b>	<b>\$449,249.30</b>

(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, 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) and/or documents 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) and/or documents 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 separate pricing based on whether NRC or the Contractor provides the vehicle).

**TYPE 3 DRIVER SERVICES:** For the Type 3 Driver Services, the contractor shall provide two contract drivers 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, these persons shall perform NRC Transportation-program related tasks, Monday-Friday each week -day (except federal holidays) during the contract period. The two drivers shall work staggered 8 ½ hour shifts, including a 30 minute lunch break, so that coverage is provided from 7:15 a.m. to 4:45 p.m. The Contractor shall designate one of the drivers as the On-site Leader for the purposes of receiving technical guidance from the Project Officer.

Type 3 Driver duty for each driver exceeding 40 hours per week 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), and/or documents 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 and/or documents 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.



On-site parking will be provided at no cost to Type 1 and Type 2 drivers when parking their vehicle in the space of the NRC vehicle being used for the driving assignment. Each Type 3 drivers may park on-site by completing a parking application and paying the on-site parking contractor for a Monthly Parking Permit, currently \$60.00. The permits must be purchased before the end of the month preceding the Permit month, e.g., July permits must be purchased before the end of June. All drivers must adhere to garage parking procedures in order to maintain parking privileges.

## **B.4 STATEMENT OF WORK**

### **B.4.1 GENERAL**

The contractor shall furnish all personnel requested, 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.4.2 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 and/or their documents 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 ensure drivers respond to calls for drivers using NRC vehicles even during inclement weather when public transportation may be closed and snow emergencies are in effect. This may require the Contractor to provide four-wheel or other type vehicles able to handle adverse road conditions.
3. 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.
4. 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.

5. 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.

6. 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.

7. 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 initial driver services requests, cancellations or modifications 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 respond to notify the NRC authorized individual placing the order or requesting to modify or cancel a previous order, within 30 minutes of the time the NRC person placed the order to the contractor, to confirm receipt of the request and identify any problems in the contractor completing the request. At least 72-hours prior to performing a request, the contractor shall notify the NRC contact of the identity of the driver who will perform the request (including providing the driver's cellular phone number). For calls placed within 72 hours of the service, the Contractor shall provide the driver's name when confirming receipt of the call. Driver Services required may consist of any of the following:

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

8. 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 three (3) drivers within five days 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 are required within twenty one days after the award 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.

9. The Contractor shall ensure that each driver shall be equipped with a portable cellular telephone 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 staff or the contractor to quickly contact the driver regarding the assignment.

10. 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.

11. 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.

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

13. 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).

14. 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.

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

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

17. 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).

18. 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 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

19. For the Type 3 Drivers, the Contractor shall provide two contract drivers on-site at the NRC ASC office 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, these persons shall perform NRC Transportation-related tasks, Monday-Friday each week-day (except federal holidays) during the contract period. The two drivers shall work staggered 8 ½ hour shifts, including a 30 minute lunch break, so that coverage is provided from 7:15 a.m. to 4:45 p.m. The Contractor shall designate one of the drivers as the On-site Leader for the purposes of receiving technical guidance from the Project Officer. Transportation-related tasks include, but are not limited to:

- ▶ Inspecting vehicles and performing routine vehicle maintenance including but not limited to replenishing battery water and windshield-washer fluid, checking engine-oil and adding as necessary, removing trash and generally inspecting the vehicles for signs of damage or worn parts that could effect their safety, reliability or value.
- ▶ Coordinating vehicle maintenance and cleaning
- ▶ Maintaining vehicle keys, filing, and maintaining vehicle records
- ▶ Tracking vehicle reservations and preparing vehicle user packets
- ▶ Providing customer service to vehicle fleet users including using agency computer system
- ▶ Tracking vehicle use data and preparing reports

**ATTENTION:** Because of the amount of orientation-training provided by NRC for performance of NRC Transportation-program related tasks that NRC will provide the contractor staff performing Type-3 Driver Services tasks, NRC considers the On-site Leader initially assigned by the contractor to perform the Type 3 Driver Services to be critical 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 and have a fully-trained back-up person readily available who is trained in the performance of all NRC Transportation-program related tasks performed by the Type-3 Drivers. If the Contractor fails to provide NRC with an On-site Leader each day who is fully capable of performing all required NRC Transportation-program related tasks, the NRC reserves the right to deduct from any amounts owed the contractor, the amount of \$30.00 per hour for each full hour a fully proficient On-site Leader is not provided to NRC in accordance with the SOW.

20. All conversations of passengers are considered confidential and may not be disclosed except to NRC staff as necessary to perform work under this contract ( see c.13, Proprietary Data and Confidential Information).

**B.4.3 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 security clearance and have been issued an NRC security badge. (Note: See item #7 #8 on this page above) The two on site drivers (Type 3) and two alternate Type 3 drivers shall be cleared at the "L" security clearance level. All other drivers shall possess "Building Access Security Clearances."
- (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, D.C. area (i.e., State Department, the House Office Buildings, the Senate Office Buildings, Dulles International, Regan 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 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.
- (i) each on-site driver shall possess excellent customer service and administrative skills and be capable of quickly learning use of NRC's vehicle reservation system.

#### **B.4.4 PROCEDURES FOR ASSIGNED CONTRACT 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. In the event concurrent tasks exceed the level that can be supported by the two on-site drivers, the NRC project officer will provide the level of priority for the tasks performed by the on-site drivers. The on-site Lead Type-3 driver shall ensure the tasks are performed based on the NRC PO's level of priority.

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 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 pick up 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.4.5 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 is attached (Attachment A).

#### B.4.6 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.4.7 NRC PERSONNEL AUTHORIZED TO REQUEST DRIVERS

(a) In addition to the NRC Contracting Officer, the following NRC personnel are authorized to place requests or modify/cancel previous requests for drivers under this contract 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/CELL
1.Greg Nesmith	301-415-2997	240 375-6651
2.Dennis Turner	301-415-2283	301 706-2439
3.Reginald Stansbury	301-415-2095	301 648-5852
4.Cynthia Marcy	301-415-3133	240 603-1958
5.Renea Bailey	301-415-2265	1-888-798-1023

#### B.4.8 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.4.9 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.4.10 PERIOD OF PERFORMANCE**

The base period of performance of this contract shall be for six months with one six month option and two additional one-year options for NRC to extend the period of performance thereafter.

#### **B.4.11 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).

#### **B.4.12 PRICE DEDUCTION PERFORMANCE INCENTIVES**

(a) If the Contractor fails to provide NRC with an on-site driver each day who is fully capable of performing all required NRC Transportation-program related tasks, the NRC reserves the right to deduct from any amounts owed the contractor, the amount of \$30.00 per hour for each full hour a fully proficient Type-3 Driver is not provided to NRC in accordance with the SOW.

(b) If the contractor fails to provide qualified on-call drivers to perform the services within the time periods 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, or to modify a previous driver services request, within 30 minutes of the NRC's initial attempt to contact the contractor, 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 or modification and identifying the Contractor's driver and the driver's cellular phone number who will perform the driving assignment, a deduction of \$30.00 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.