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

1. REQUISITION NO.	BPA NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO. MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
NRC-10-06-413	AUG 31 2006		ADM-06-413	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Brandi K. Hamilton	301-415-0509	

9. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Brandi K. Hamilton
Mail Stop T-7-I-2
Washington, DC 20555

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: % FOR:
  - [ ] SMALL BUSINESS
  - [ ] EMERGING SMALL BUSINESS BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
  - [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
  - [ ] 8(A)

NAICS: 485111
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
[X] SEE SCHEDULE		[ ]	13b. RATING: N/A 14. METHOD OF SOLICITATION: [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Administrative Service Center
OWFN Building, Room 2-B2
11555 Rockville Pike
Rockville MD 20852

16. ADMINISTERED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

600 5TH ST NW ROOM 6 B15

WASHINGTON DC 200012610

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (10-06-413)

Washington DC 20555

[ ] 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
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHED STATEMENT OF WORK AND SECTION B.1.3 FOR QUANTITY AND PRICES FOR METROCHEKS; SMARTRIP; AND FARE CARDS FOR OFFICIAL TRAVEL DUNS NO.: 048855423				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
B&R: 64015-5B1306 Job Code: D2322 BOC: 1250 APPN: X0200
Two RFPAs; Obligated Amount: $270,780.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$270,780.00

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Lawrence K. Taylor

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Phyllis K Bower

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
LAWRENCE K. TAYLOR SENIOR VP	8-31-06	Phyllis Bower Contracting Officer	8/30/06

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 1449 (REV. 3/2005)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL / FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is 2,770,698. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is 270,780.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 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)	

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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)52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2)52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (4) [Reserved]

[] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (iii) Alternate II (MAR 2004) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (iii) Alternate II (OCT 1998) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

[] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

[X] (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

[X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (21)52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[] (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[X] (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[] (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[] (ii) Alternate I (JAN 2006) of 52.225-3.

[] (iii) Alternate II (JAN 2006) of 52.225-3.

[] (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi)52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2006 through November 30, 2006.

(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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of 3,500 Metrocheks per month;

(2) Any order for a combination of items in excess of 3,500 Metrocheks per month; or;

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

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

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

C.5 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after November 30, 2006.

C.6 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 August 31, 2008.

C.7 SEAT BELTS

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

STATEMENT OF WORK

	First option year 12/01/06 - 11/30/07	Estimated quantity unit	Unit price	Monthly	Total
A001	Furnish Metrocheks	[redacted] *See notes below			$793020
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis monthly**			[redacted]	$381984
A003	Furnish official travel Metro fare cards as needed***	[redacted]			$147698
	Total cost this period				$ 1,322,700

	Second option year 12/01/07 - 08/30/08	Estimated quantity unit	Unit price	Monthly	Total
A001	Furnish Metrocheks	[redacted] *See notes below			$653,247
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis**			[redacted]	$385,506
A003	Furnish official travel Metro fare cards as needed***	[redacted]		[redacted]	$138,465
	Total cost this period				$1,177,218

*Note: Metrochek farecards shall be purchased in denominations of [redacted]
**Note: Transportation values will be downloaded to employees SmarTrip cards in denominations [redacted]

***Note: Metro fare cards for official travel may be purchased in bulk sales.

B.2 Statement of work:

a. The purpose of this contract is to provide NRC with a means by which it can obtain transit fare media to distribute to employees who use public transit from home to work.

b. In addition, NRC will have an inventory of Metrochek fare cards to be distributed to employees. SmarTrip cards provide the ability to electronically place the dollar value of employees transit benefits on SmarTrip cards. Also to be maintained is an inventory of Metro fare cards for official off-site travel to be distributed to employees.

c. Orders will be issued for public transit fare media by the NRC in accordance with 52.216 - Ordering.

d. Only the NRC Project Officer or other officials specifically authorized under this contract may place orders under this contract. The provisions of this contract shall govern all orders issued.

e. Upon receipt of a work order by the NRC Project Officer or other NRC authorized officials, the Contractor shall provide Metrocheks, SmarTrip benefits, and fare cards for official travel on a monthly basis in

- Schedules and Statement of Work For Purchasing Public Transit Fare Media -

B.1 Schedule of supplies or services and prices/costs

B.1.1 Project title:

Purchase of public transit fare media

B.1.2 Brief description of work:

a. The purpose of this contract is to provide NRC with a means by which it can obtain transit fare medial to distribute to employees who use public transit from home to work.

b. Additionally, this contract is also intended to provide NRC with a means by which it can obtain transit fare media to distribute to employees to use Metro-rail for off-site official travel from NRC complex White Flint Metro Station to the Bethesda Metro Station for Professional Development Center (PDC) training.

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

B.1.3 Schedules:

Upon receipt of a work order by the NRC Project Officer or other NRC authorized officials, the Contractor shall provide Metrocheks and SmarTrip benefits, and shall provide Metro fare cards for official travel on an as needed basis in accordance with Section B.2, "Statement of Work," at the rates set forth below:

	Base period 9/1/06 - 11/30/06	Estimated quantity unit	Unit price	Monthly	Total
A001	Furnish Metrocheks	[redacted] *See notes below	[redacted]		$180,627
A002	Furnish electronic increases to value of "SmarTrip" cards on an as-needed basis monthly**			[redacted]	$60,624
A003	Furnish official travel Metro fare cards as needed***	[redacted]	[redacted]	[redacted]	$29,529
	Total cost this period				$270,780

accordance with Section B.1.3, "Schedule," at the rates described. Actual employee usage may vary. Fare cards for official travel may also be purchased in bulk sales.

B.2.1 Purchase description:

The Contractor shall provide Metrocheks to be used in support of Full Share programs as established by the NRC. Fare cards for official travel shall also be provided by the Contractor on an as needed basis.

B.2.2 Background:

a. The US Nuclear Regulatory Commission has policies aimed at encouraging the use of public transportation. In order to increase rider-ship on public transportation, the NRC has decided to continue offering transit benefits to employees. Federal agency participation in specific transit benefit programs are authorized by section 629 of P.L. 103-172 and its predecessor, P.L. 101-509. A transit benefit program can only be successful if it truly results in an increased use of public transportation. Thus, benefits provided need to be issued in the form of a ticket, voucher, or fare media other than cash. Washington Metropolitan Area Transit Authority (WMATA) has a fare media program which is participated in by virtually all transportation providers in the Washington, D.C. area. WMATA issues "metrocheks" which may be purchased directly and subsequently changed for fare by participating providers. In addition, SmarTrip cards may be purchased to provide NRC employees the ability to electronically place the dollar value of transit benefits directly on the "SmarTrip" card. The NRC wishes to use the Metrochek program to continue its employee Full Share programs.

b. The NRC entered into a Traffic Mitigation Agreement with Montgomery County Department of Transportation (MCDOT) on October 18, 1991. The NRC continued to purchase Metrocheks from MCDOT until December 1992, when the NRC and MCDOT began working on a consignment agreement that would meet both Federal and County contractual requirements. This agreement did not occur. As a result, in March 1993, the NRC decided to seek other means to procure fare media. On August 10, 1994, the NRC awarded a sole source contract to WMATA to provide Metrochek fare cards until August 31, 1997. Subsequently, on September 1, 1997, the NRC awarded a follow-on sole source contract with WMATA to provide Metrochek fare cards until August 31, 2002. The current sole source contract with WMATA expires on August 31, 2006.

B.2.3 Transit fare media requirements:

NRC requires fare media for use by agency employees on public transportation in the Washington Metropolitan area. The fare media shall consist of non-time-sensitive Metrochek fare cards which may be used to acquire the actual fare media necessary for the employees' means of commuting from any participating public transportation organization. The fare media shall be new and of the best possible grade for the purpose intended. The fare cards shall be free from defects and fully operational upon receipt by NRC. The value of the fare card shall include the bonus offered to the general public for comparable quantities under similar terms and conditions. Metrochek fare cards may be issued in several different denominations. NRC currently distributes $ 20, $ 5, and $ 1 denominations. NRC also uses SmarTrip card benefits which provides the ability to electronically add the dollar value of employees transit benefits. NRC will begin using fare cards for official travel, to be purchased through bulk sales and with set fare amounts.

B.2.4 Placement of orders:

a. The electronic placement of transit benefit values on the SmarTrip cards will be done in accordance with the attached WMATA Metrochek/ SmarTrip benefits "Getting started with SmarTrip benefits" guide dated January 2005 (attachment A).

b. All other orders on SmarTrip transit benefits values must be entered by midnight of the 15th day of each month, and cannot be changed or modified after the 15th day of each month.

c. If public transit patrons are suspended in the WMATA web page due to unclaimed benefits or if they have not downloaded their benefits by the end of the month, the invoice shall indicate the unclaimed benefit amounts as a credit to NRC's account.

d. Orders for paper Metrocheks and fare cards for official travel will be placed verbally to WMATA's ordering group and bulk sales offices by the Project Officer or an authorized NRC official. WMATA will confirm the contact number, amounts ordered and agree on a total. Upon receipt of the delivery order from the NRC, WMATA will provide the Metrocheks within two business days, if the order value is $1,000.00 or more. Upon receipt of the delivery order from NRC, WMATA will make the fare cards for official travel available within two business days for pick-up at the Metro Center Sales Office (at the Metro Center Metrorail Station) by an authorized NRC official. An optional Form 347 will be provided to the WMATA personnel delivering the Metrocheks or to the WMATA sales clerk who tenders the fare cards for official travel at the Metro Center Sales Office.

B.2.5 Ordering procedures:

Persons authorized to place orders:

a. Name: Shawn Healy, Project Officer
Address: U. S. Nuclear Regulatory Commission
11545 Rockville Pike
Mail Stop: O2-B2
Washington, DC 20852-
Telephone: 301 415-0452

b. Project Officer authority - alternate 1:
Name: A. Renea Bailey
Address: U. S. Nuclear Regulatory Commission
11545 Rockville Pike
Mail Stop: O2-B2
Washington, DC 20852-
Telephone: 301 415-2265

B.2.6 Obligations summary:

A summary of all obligations for this contract from the date awarded, through the date of these actions follows:

Base period (FY 2006)
1st Option year (FY2007)
2nd Option period (FY2008)