

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER MAR 21 2008	2. CONTRACT NO. (if any) GS33F0015S	6. SHIP TO:	
3. ORDER NO. NRC-DR-10-08-397	4. REQUISITION/REFERENCE NO. ADM-08-397	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS ATTN: T. R. Stansbury Mail Stop T-02B2 1545 Rockville Pike	
7. TO:		c. CITY Rockville	e. ZIP CODE 20852
a. NAME OF CONTRACTOR ENTERPRISE LEASING COMPANY OF BALTIMORE ENTERPRISE RENT A CAR		d. STATE MD	
b. COMPANY NAME		f. SHIP VIA	

c. STREET ADDRESS 701 WIDEMAN AVE	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY LINTHICUM HEIGHTS	
e. STATE MD	

9. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 84015-5BE312 BOC: 2210 JCN: X2322 OBLIGATED: \$15,000.00 DUNS: 146796102	10. REQUISITIONING OFFICE ADM Office of Administration
---	---

11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT N/A
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALLBUSINESS	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 3/21/08	16. DISCOUNT TERMS N/A
a. INSPECTION	b. ACCEPTANCE		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
001	Lease of 24 foot truck with lift for One year with option to extend on a monthly basis for use at NRC's Headquarters located at Rockville Pike, Rockville MD 20852. The vehicle will be garaged at NRC's Warehouse, located at 5000 Boiling Brook Parkway, Rockville, MD, 20852. The period of performance is for one year from the effective date with the option to extend the period of performance on a month to month basis as needed for the NRC. Payment for year one is hereby made by bank card. The optional months will not be paid until services have been ordered by the government. The NRC Administrative Project Officer is T. R. Stansbury 301-415-2095. The Warehouse point of contact is Bill Heron (301) 492-0051. The point of contact for Division of contracts is Sharlene McCubbin 301-415-6565.	12	months	1,250.00	\$15,000.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$15,000.00	
	21. MAIL INVOICE TO:				17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, MS T-7-I2				
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-DR-10-08-397				
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$15,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Sharlene McCubbin Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
--	---

STATEMENT OF WORK

CONTRACT OBJECTIVE:

The objective of this contract is to lease a Truck for one year with month to month optional period.

SCOPE OF WORK:

The Contractor shall lease to the Government, a truck having the minimum specifications as set forth, 24 foot long with tailgate lift, 91" rear door opening height, auto drive and less than 26,000 pounds GVW.

The vehicle will be garaged at NRC's Warehouse, located at the 5000 Boiling Brook Parkway, Rockville, Maryland.

MAINTENANCE:

The Contractor shall perform all routine maintenance on the leased vehicle in accordance with maintenance schedule recommended by the manufacturer (i.e. oil and oil filter changes, lubrication, tire rotation, fluid replacement, etc.)

RETURN OF VEHICLES:

At least 10-days prior to the expiration or termination of this contract, the Government will contact the Contractor to determine I destination within the Washington, DC Metropolitan area mutually agreeable to both parties for the return of the vehicle.

The Government will return the vehicle to the Contractor at the mutually agreed delivery destination, not later than five work days after the expiration or termination of the contract period for the vehicle.

The Contractor shall be responsible for performing an appraisal of the physical condition of the vehicle returned by the Government, prior to that vehicle being released from the Government's custody and shall furnish the Government with a copy of the appraisal upon its completion. The Government shall not be responsible for any damage not listed on the appraisal report.

Period of Performance: ²¹ March ~~14~~, 2008 thru March ²⁰ ~~13~~, 2009
BASE: March ~~14~~, 2008 thru March ~~13~~, 2009
OPTIONS: (As needed) Month to Month

NRC Project Officer

Theodore R. Stansbury, U.S. Nuclear regulatory Commission; mail stop: OWFN 2A14
Washington, DC 20555, 301-415-2095

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 Other Applicable Clauses

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

A.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 2 years.

A.5 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.

A.6 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.7 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.