

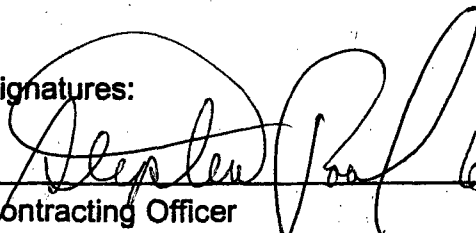
U.S. Nuclear Regulatory Commission  
**BEST VALUE**  
**BLANKET PURCHASE AGREEMENT**  
**GSA FEDERAL SUPPLY SCHEDULE**

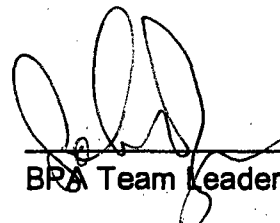
In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and Re/Max Allegiance Relocation Services enter into an agreement to facilitate the acquisition of Employee Home Relocation Services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-23F-0202L

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

  
Contracting Officer  
U.S. Nuclear Regulatory Commission  
6/4/08  
DATE

  
BPA Team Leader  
Mr. John Ryan  
6/14/08  
DATE

\_\_\_\_\_  
Title  
Re/Max Allegiance Relocation Services  
\_\_\_\_\_  
Company Name

DUNS No. 605826197  
Estimated Ceiling Amount: \$7,283,550.00  
Obligated Amount: \$0.00  
RFPA No. CFO-08-329  
FFS Commitment No. CFO 08326  
B&R No. 8-70-15-5XX-368  
Job Code B1444  
BOC: 252A  
Appropriation No. 31X0200

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE ADM002

AUG 1 2008

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-23F-0202L ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between Re/Max Allegiance Relocation Services and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

ADMINISTRATIVE DATA

Primary Point of Contact:

Re/Max Allegiance Relocation Services

(Provide complete name, title, corporate address, electronic mail address and phone number)

Ms. Christina LaVorgna

12531 Clipper Drive

Woodbridge, VA 22192

Christina.LaVorgna@mxTracker.com

703-924-2300 Ext. 142

Alternate Point of Contact:

Re/Max Allegiance Relocation Services

Mr. John Ryan

12531 Clipper Drive

Woodbridge, VA 22192

Are you a Small Business under NAIC Code 531390 (FAR PART 19.102)? YES NO X

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO X

Are you a Woman-Owned Business? YES NO X

CAGE CODE: 1RKC7
DUNS NUMBER: 605826197
TIN: 541464893

Cognizant DCAA Office (Include complete address):
(other auditing activity may be

N/A

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**AUTHORITY**

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

**DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide employee home relocation services. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

**SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA**

Attachment B details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

**PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

**A.1 REPRESENTATIVE OF THE CONTRACTING OFFICER**

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

John Walker 301-415-7575 Kevin Kline (Alternate) 301-415-5757

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

**A.2 FEDERAL HOLIDAYS**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

**A.3 TERM OF BPA**

This BPA expires on 07-14-2009 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 07-14-2009 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 7 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

**A.4 OBLIGATION OF FUNDS**

This BPA obligates funds in the amount of \$0.00. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

**A.5 AUTHORIZED USERS**

Government Contracting Officers representing U.S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's call number and purchase order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a call number and purchase order number.

**A.6 MANAGEMENT CONTROL**

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 7 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 7 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to U.S. Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

**A.7 INVOICES**

Refer to the attached billing instructions for fixed-price contracts.

**A.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 37 months.

**A.9 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.

#### **A.10 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.11 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)

**A.12 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS  
(JUNE 2006)**

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

**Attachment A**

**BPA ORDERING TERMS AND CONDITIONS**

**PERIOD OF PERFORMANCE:**

The period of performance under this BPA is June 15, 2008 through July 14, 2009, with two one-year option periods.

**ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS**

Orders placed under this BPA may be oral with written confirmation to be sent to the Contractor (via facsimile or e-mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

The Government is obligated only to the extent of authorized calls made under the GSA Federal Supply Schedule with the terms and conditions specified herein. The aggregate amount of calls under this order may not exceed \$0.00.

The estimated BPA ceiling is \$7,283,550.00.

**AUTHORIZATION TO PLACE CALLS:**

The following NRC Contracting Officers (ordering officials) are the only individuals authorized to sign orders under this BPA:

Stephen M. Pool      301 415-8168  
Heriberto Colon Jr.      301 415-7135

The Contractor shall accept orders against this BPA from a Contracting Officer listed above, and the Government will be obligated only to the extent of such orders.

The NRC Project Officer or alternate shall provide the Contractor with written confirmation of the call-sheet of the work/services to be performed when placing calls against this order.

John Walker (Project Officer)      301-415-7575  
Kevin Kline (Alternate)      301-415-6051

**PRICING AND INVOICES:**

An itemized summary-invoice/statement shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all calls completed during the billing period and for which payment has not been received. The summary-invoice or statement shall list the call number, purchase order number and amount due. Invoices shall be submitted in accordance with the attached billing instructions.

Attachment B

DR-09-08-329

Re/max Allegiance Relocation Services

Price Schedule

Base Period (13 months):

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:  
Amended from Zero Sales  
Appraised Value Sales



Option Year 1:

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:  
Amended from Zero Sales  
Appraised Value Sales



Option Year 2:

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:  
Amended from Zero Sales  
Appraised Value Sales



The following services listed below shall be provided by the Contractor for the base and option year periods at no charge to the Government:

Destination Area Services: No charge  
(renter assistance, buyer assistance, spousal counseling, and mortgage counseling)

Reports: No charge

Home Marketing Assistance: No charge