

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

1. REQUISITION NO.
10-10-395

PAGE 1 OF **15**

2. CONTRACT NO. **NRC-10-10-395** 3. AWARD/EFFECTIVE DATE **DEC 30 2009** 4. ORDER NO. _____
5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: a. NAME _____ b. TELEPHONE NO. (No Collect Calls) _____ 8. OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY **U.S. Nuclear Regulatory Commission
Div. of Contracts, CMB1
Attn: Manon Butt, Cont Spc, 301-492-3629
Mail Stop: TWB-01-B10M
Washington, DC 20555** CODE **3100** 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
NAICS: HUBZONE SMALL BUSINESS
SIZE STANDARD: SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS **Net 30** 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING **N/A**
14. METHOD OF SOLICITATION: HFQ IFB RFP

15. DELIVER TO **U.S. Nuclear Regulatory Commission
Attn: Tojuana Fortune-Grasty ADM/DAS/ASC
Mail Stop O-2-A13
11555 Rockville Pike
Rockville MD 20852** CODE _____ 16. ADMINISTERED BY **U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555** CODE **3100**

17a. CONTRACTOR/OFFEROR **COLONIAL PARKING, INC.** CODE **072634389** FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY **Department of Interior / NBC
email: NRCPayments@nrc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230** CODE **3100**

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	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Colonial Parking, Inc. shall provide the U.S. Nuclear Regulatory Commission with up to 233 parking spaces for NRC employee parking at 6003 Executive Boulevard in Rockville, Maryland, in accordance with the Statement of Work, the Schedule of Items and Prices, and the contract terms and conditions.</p> <p>NRC Project Officer: Tojuana Fortune-Grasty, 301-415-2997, Tojuana.FortuneGrasty@nrc.gov</p> <p>Colonial Parking Contact: Hillen C. Grason Sr., Senior Operations Manager, 202-295-8147, hgrason@ecolonial.com</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA: B&R: 04015-5AE305 JCN: X2310 BOC: 2320 APPNO: X0200 PFS# ADM-10-395 DUNS# 072634389 OBLIGATE \$24,999.00 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$88,920.00**

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 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 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 4), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Hillen C. Grason Sr.* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Donald A. King*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) **Hillen C. Grason Sr.** 30c. DATE SIGNED **12/30** 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **Donald A. King** 31c. DATE SIGNED **12/30/2009**

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE Senior Operations Manager STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 12 2010

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT								
	<p>This is a firm fixed-price type contract.</p> <p>The period of performance of this contract is January 1, 2010 through December 31, 2010 for the base year. The term of this contract may be extended at the option of the Government for an additional two option years, as follows:</p> <p>Option Year One: Jan. 1, 2011 - Dec. 31, 2011 Option Year Two: Jan. 1, 2012 - Dec. 31, 2012</p> <p>The total amount of this contract (ceiling) for the base year period of performance, for the services ordered, delivered, and accepted under this contract, is \$88,920.00.</p> <p>The amount presently obligated with respect to this contract is \$24,999.00.</p> <p>The total amount of this contract for the services ordered, delivered, and accepted, if all option periods are exercised, is as follows:</p> <table border="0"> <tr> <td>Base Year:</td> <td>\$88,920.00 (current ceiling)</td> </tr> <tr> <td>Option Year One:</td> <td>\$91,587.60</td> </tr> <tr> <td>Option Year Two:</td> <td>\$94,343.52</td> </tr> <tr> <td colspan="2">Total Amount, Base and Two Option Years: \$274,851.12</td> </tr> </table> <p>A detailed Schedule of Items and Prices is shown in Section B of this contract.</p> <p>Attachments: 1. List of NRC Parkers at 6003 Executive Boulevard 2. Billing Instructions</p>	Base Year:	\$88,920.00 (current ceiling)	Option Year One:	\$91,587.60	Option Year Two:	\$94,343.52	Total Amount, Base and Two Option Years: \$274,851.12					
Base Year:	\$88,920.00 (current ceiling)												
Option Year One:	\$91,587.60												
Option Year Two:	\$94,343.52												
Total Amount, Base and Two Option Years: \$274,851.12													

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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

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1. List of NRC Parkers at 6003 Executive Boulevard, Rockville, MD	
2. Billing Instructions	

SECTION B - CONTINUATION BLOCK

B.1 Schedule of Items and Prices – NRC-10-10-395 – NRC's portion only

Base Year, January 1, 2010 – December 31, 2010

CLIN	Description	Est Qty	Unit	Unit Price Per Month	Monthly Amount	Annual Amount
001	Regular Parking Spaces					
002	Reserved Handicap Spaces					
003	Designated/Reserved Space					
	Total Amount, Base Year					\$88,920.00

Option Year One, January 1, 2011 – December 31, 2011 (estimated)

CLIN	Description	Est Qty	Unit	Unit Price Per Month	Monthly Amount	Annual Amount
001	Regular Parking Spaces					
002	Reserved Handicap Spaces					
003	Designated/Reserved Space					
	Total Amount, Option Year 1					\$91,587.60

Option Year Two, January 1, 2012 – December 31, 2012 (estimated)

CLIN	Description	Est Qty	Unit	Unit Price Per Month	Monthly Amount	Annual Amount
001	Regular Parking Spaces					
002	Reserved Handicap Spaces					
003	Designated/Reserved Space					
	Total Amount, Option Year 2					

	Total Amount, Base Year & Two Option Years					\$274,851.12
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Option Years One and Two parking prices include estimated three percent annual increases. The price schedule represents the maximum amount of parking spaces that the NRC may potentially require.

Invoicing:

Payment will be made only for the number of parking spaces the NRC is using in any given month, per the NRC parking list (attached). The NRC parking list will be revised (additions and subtractions) as needed. As of January 1, 2010, 125 spaces will be used by the NRC, for 124 parkers, plus one reserved space.

Monthly payment via payroll deduction will be for 124 parkers x \$60 per month each = \$7,440.00.

Monthly payment per the contract for the NRC's portion will be for 124 spaces x \$30 per month each = \$3,720, plus one reserved space at \$180 per month, for a monthly bill of \$3,900.00.

Invoices must include the contract number and state the month the invoice is billing for.

B.2 Statement of Work

**U.S. Nuclear Regulatory Commission
STATEMENT OF WORK
NRC PARKING AT 6003 EXECUTIVE BOULEVARD, ROCKVILLE, MD**

The U.S. Nuclear Regulatory Commission (NRC) will require up to [REDACTED] garage parking spaces for employees working at 6003 Executive Boulevard in Rockville, Maryland from the building parking management contractor Colonial Parking, Inc. Payment will be made in two ways. NRC employees will pay [REDACTED] per month of the monthly parking fee directly to Colonial Parking through payroll deduction. The NRC will pay the remaining monthly supplement cost of [REDACTED] for each of the allotted spaces via electronic funds transfer (EFT) upon receipt of a monthly invoice from Colonial Parking. Payment will be made only for spaces that are being used by the NRC.

Requirements:

- Access cards and an annual parking permit to gain access into the building and garage.
- Method to process EFT payments from the NRC and payroll deductions from NRC employees.
- Total monthly parking is [REDACTED], of which the NRC is responsible for [REDACTED] and the individual employee is responsible for [REDACTED]. Colonial Parking, Inc. will be responsible for invoicing NRC for their portion through the contract vehicle. Invoices must state the month the invoice is for.
- Payroll deduction will be used as the payment method by NRC employees.
- Method for replacing lost access cards or stolen annual parking permits

Period of Performance:

- This requirement includes a base period of one-year with two one-year option periods. NRC will contact the Contractor before the end of the last one-year option period regarding the possibility of renewing this agreement depending on the length of the building lease.
- The FY 2010 funding is based on occupancy starting in January 2010. If the occupancy occurs in mid January, this month cost will be prorated accordingly. Thereafter, the monthly payments will be sent by electronic transfer for each full month.

SECTION C - CONTRACT CLAUSES**ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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:

□ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

□ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

□ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

□ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

□ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

□ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

□ (7) [Reserved]

□ (8)(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.
- (9)(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.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 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)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

□ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

□ (43)(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:

□ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.2 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Tojuana Fortune-Grasty
Address: U.S. Nuclear Regulatory Commission
Mail Stop O-2-A13
11555 Rockville Pike
Rockville, MD 20852
Telephone Number: 301-415-2997
Email: Tojuana.FortuneGrasty@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.3 INCREMENTAL FUNDING

This contract shall be subject to incremental funding with \$24,999.00 presently made available for performance under this contract. No legal liability on the part of the Government for payment of money in excess of \$24,999.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

C.4 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 of the expiration date of the contract.

C.5 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 of the expiration date of the contract; provided that the Government gives the Contractor a preliminary written

notice of its intent to extend at least 20 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 three (3) years.

C.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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. List of NRC Parkers at 6003 Executive Boulevard, Rockville, MD
2. Billing Instructions

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.