

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 Price Schedule**Base Year Minimum Ordering Amount: \$600****Base Year Order Ceiling: \$2,525****Period of Performance: February 23, 2010 through February 22, 2011****Audit Rates for Base Year:**

Administrative Review and Examination of Bill Costs for:

001	Motor Freight (per bill)	\$3.24
002	Air Freight (per bill)	\$2.94
003	Household Goods (per bill)	\$3.98
004	Weekly Report – Reports up to 32 data elements with maximum record length of 230 characters. Not to exceed 4 reports monthly (per report)	\$0.72

Other Fees:

004a	Express Mail (per report)	\$23.94
004b	Price per 50 keystrokes for additional management information	\$0.15
004c	Additional Cost per bill for providing daily reports on tape	\$0.08
004d	Price for additional programming	\$123.00
005	Duplicate Bill Determination (per bill)	\$0.07
006	Document Match Services (per bill)	\$1.08
007	Vouchers Schedule Preparation (price per schedule prepared)	\$1.32

Option Year One Minimum Ordering Amount: \$600**Option Year One Order Ceiling: \$2,525****Period of Performance: February 23, 2011 through February 22, 2012****Audit Rates for Option Year 1:**

Administrative Review and Examination of Bill Costs for:

001	Motor Freight (per bill)	\$3.30
002	Air Freight (per bill)	\$3.00
003	Household Goods (per bill)	\$4.06
004	Weekly Report – Reports up to 32 data elements with maximum record length of 230 characters. Not to exceed 4 reports monthly (per report)	\$0.73

Other Fees:

004a	Express Mail (per report)	\$24.44
004b	Price per 50 keystrokes for additional management information	\$0.16
004c	Additional Cost per bill for providing daily reports on tape	\$0.09
004d	Price for additional programming	\$125.46
005	Duplicate Bill Determination (per bill)	\$0.08
006	Document Match Services (per bill)	\$1.10
007	Vouchers Schedule Preparation (price per schedule prepared)	\$1.35

Option Year Two Minimum Ordering Amount: \$600

Option Year Two Order Ceiling: \$2,525

Period of Performance: February 23, 2012 through February 22, 2013

Audit Rates for Option Year 2:

Administrative Review and Examination of Bill Costs for:

001	Motor Freight (per bill)	\$3.37
002	Air Freight (per bill)	\$3.06
003	Household Goods (per bill)	\$4.14
004	Weekly Report – Reports up to 32 data elements with maximum record length of 230 characters. Not to exceed 4 reports monthly (per report)	\$0.74

Other Fees:

004a	Express Mail (per report)	\$24.92
004b	Price per 50 keystrokes for additional management information	\$0.17
004c	Additional Cost per bill for providing daily reports on tape	\$0.10
004d	Price for additional programming	\$127.97
005	Duplicate Bill Determination (per bill)	\$0.09
006	Document Match Services (per bill)	\$1.12
007	Vouchers Schedule Preparation (price per schedule prepared)	\$1.37

Option Year Three Minimum Ordering Amount: \$600

Option Year Three Order Ceiling: \$2,525

Period of Performance: February 23, 2013 through February 22, 2014

Audit Rates for Option Year 3:

Administrative Review and Examination of Bill Costs for:

001	Motor Freight (per bill)	\$3.44
002	Air Freight (per bill)	\$3.12
003	Household Goods (per bill)	\$4.22

004	Weekly Report – Reports up to 32 data elements with maximum record length of 230 characters. Not to exceed 4 reports monthly (per report)	\$0.75
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Other Fees:

004a	Express Mail (per report)	\$25.42
004b	Price per 50 keystrokes for additional management information	\$0.18
004c	Additional Cost per bill for providing daily reports on tape	\$0.11
004d	Price for additional programming	\$130.53
005	Duplicate Bill Determination (per bill)	\$0.10
006	Document Match Services (per bill)	\$1.14
007	Vouchers Schedule Preparation (price per schedule prepared)	\$1.40

Option Year Four Minimum Ordering Amount: \$600

Option Year Order Ceiling: \$2,525

Period of Performance: February 23, 2014 through February 22, 2015

Audit Rates for Option Year 4:

Administrative Review and Examination of Bill Costs for:

001	Motor Freight (per bill)	\$3.51
002	Air Freight (per bill)	\$3.18
003	Household Goods (per bill)	\$3.98
004	Weekly Report – Reports up to 32 data elements with maximum record length of 230 characters. Not to exceed 4 reports monthly (per report)	\$0.77

Other Fees:

004a	Express Mail (per report)	\$25.93
004b	Price per 50 keystrokes for additional management information	\$0.19
004c	Additional Cost per bill for providing daily reports on tape	\$0.12
004d	Price for additional programming	\$130.53
005	Duplicate Bill Determination (per bill)	\$0.11
006	Document Match Services (per bill)	\$1.16
007	Vouchers Schedule Preparation (price per schedule prepared)	\$1.43

A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.3 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.4 2052.215-71 PROJECT OFFICER AUTHORITY (NOV 2006)

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

Name: Christina Malinowski
Address: U.S. Nuclear Regulatory Commission
Mail Stop: T9-E2
11545 Rockville Pike
Rockville, MD 20852
Telephone Number: 301-415-0700
Email Address: Christina.Malinowski@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.
 - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
 - (4) Assist the contractor in obtaining the badges for the contractor personnel.
 - (5) 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.
 - (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.
 - (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions

provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.5 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

None

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

(c) All orders placed under this contract must contain the following information: (1) Date of order; (2) Contract number; (3) Item(s) Ordered; (4) Quantity; (5) Requested Delivery Place, Date, and Time; and (6) Accounting and Appropriation Data.

(d) The project officer shall provide the contracting officer with a copy of all orders placed under this contract.

A.6 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 \$600, 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 \$,2525;

(2) Any order for a combination of items in excess of \$2525; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 30 calendar 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.

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.

A.8 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 30 calendar days.

A.9 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 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 5 years.

A.10 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.11 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.

Statement of Work

A. Objective

To provide Transportation Audits under a contract awarded under GSA Federal Supply Schedule SIN (Special Item Number) 520-10 (Transportation Audits).

The U.S. Nuclear Regulatory Commission (NRC) contracts with carriers to move employee household good to new duty locations. The agency will direct these carriers to send the Government Bills of Lading (GBL) to the contractor for a transportation audit. The contractor for will process the GBL and forward it to the agency's payment center. The contractor shall provide the Project Officer (PO) with detailed monthly invoices and periodic reports as needed.

B. Definitions

1. Statement of Work (SOW). This SOW generally defines contractor duties. The GSA Federal Supply Schedule contract prevails on any questions of interpretation.
2. Carriers – movers that are independently contacted by the agency to ship a relocated employee's household goods.
3. GBL – Government Bill of Lading, the carrier's invoice.
4. NRC – Nuclear Regulatory Commission, contracting agency.
5. NBC – National Business Center, Department of Interior, the NRC's payment center.
6. Project Officer (PO) – NRC point of contact for this contract.
7. Customer – NRC employees whose household goods have been shipped by the carrier.

C. Contractor Duties

1. Contractor duties are defined by the GSA contract, but the following duties shall be performed at a minimum:
 - i. Invoices/GBLs shall be logged-in or date-stamped upon receipt. The contractor identifies the invoice date, carrier, carrier's contract and/or invoice number, customer, weight, and billed amount.
 - ii. Invoices/GBLs are reviewed for:
 1. duplicate billing;
 2. missing billing; and
 3. documentation.
 - iii. Every invoice/GBL shall be reviewed:
 1. to ensure that the correct tariff rates have been applied;
 2. to check mileage;
 3. for compliance with NRC's relocation policies;
 4. for compliance with applicable transportation laws including:
 - a. appropriate applications to Commercial Zone regulations;
 - b. interstate, international and/or intrastate nature of a shipment; and
 - c. applicability of state or foreign tax, and for currency conversion errors.

- iv. The contractor's audit includes the following:
 - 1. verify all carrier documentation, and that services billed were actually performed;
 - 2. compare the weight and/or volume billed to an analysis of the inventory;
 - 3. if a billing anomaly is discovered, the contractor shall perform an in-depth investigation (this usually requires reconstruction of events, locations, and dates);
 - 4. other invoicing errors audited for include:
 - a. weight tickets that were actually for other household good moves;
 - b. weight tickets submitted that include other shipments in the net weight;
 - c. falsified weight tickets; and
 - d. overbilling of weight due to incorrect fueling procedures.
- v. The contractor will forward the audited invoices/GBLs to the NRC's payment center (NBC).

D. Invoicing and Reporting

The contractor shall provide the PO with detailed and timely monthly invoices, and periodic reports as needed.

E. Period of Performance

The period of performance for this contract is February 23, 2010 through February 22, 2011 plus four (4) one-year option periods.

**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.

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.

Supersession: These instructions supersede any previous billing instructions.

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