

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

1. REQUISITION NO.
10-10-391

PAGE 1 OF 23

2. CONTRACT NO. NRC-10-10 391

3. AWARD/EFFECTIVE DATE
JUN 28 2010

4. ORDER NO.

5. SOLICITATION NUMBER
10-10-391

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, MSA
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: 100 % FOR:

SMALL BUSINESS EMERGING SMALL BUSINESS

MICHIGAN SMALL BUSINESS

SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (8A)

NAICS SIZE STANDARD:

11. DELIVERY FOR FOB DESTROYATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
N/A

14. METHOD OF SOLICITATION

RFD IFB RFP

15. DELIVER TO

U.S. Nuclear Regulatory Commission
Attn: T. Reginald Stansbury, ADM/DAS/ASC
Mail Stop O-P1-37
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 CODE 806914482

FACILITY CODE

GOLDBELT WOLF, LLC

5500 CHEROKEE AVE STE 100

ALEXANDRIA VA 22312357

TELEPHONE NO. 703-584-8889

18a. PAYMENT WILL BE MADE BY

CODE 3100

Department of Interior / NRC
email: NRCPayments@nrc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

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>Goldbelt Wolf, LLC shall lease to the U.S. Nuclear Regulatory Commission three (3) 2010 Mercury Grand Marquis LS sedans, one (1) 2010 Ford Explorer 4WD Sports Utility Van, and one (1) 2010 Lincoln Town Car Signature Limited sedan, in accordance with the Statement of Work, including the vehicle specifications, the Schedule of Items and Prices, and the contract terms and conditions.</p> <p>Reference Goldbelt Wolf LLC proposal dated May 28, 2010.</p> <p>This is a firm, fixed-price type contract.</p> <p>NRC Project Officer: T. Reginald Stansbury, 301-415-2095, Reginald.Stansbury@nrc.gov</p> <p></p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 04015-5B1306 JCW: D2322 BOC: 2120 APPNO: X0200
FFS # ADM10391 DUNS # 806914482 OBLIGATE \$73,542.36

26. TOTAL AWARD AMOUNT (For Gov. Use Only)
\$73,542.36

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 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

28. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

29. SIGNATURE OF OFFEROR/CONTRACTOR
Tom J. Wersky

30. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
Tom J. Wersky VP of Products

30a. DATE SIGNED
6/29/10

31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Donna J. Berkowitz

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Donna J. Berkowitz Contracting Officer

31c. DATE SIGNED
6/28/10

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT								
	<p>The term of the vehicle lease shall be August 1, 2010 through July 31, 2011 for the base year. The term of the vehicle lease may be extended at the option of the Government for an additional three option years, as follows:</p> <p>Option Year One: August 1, 2011 - July 31, 2012 Option Year Two: August 1, 2012 - July 31, 2013 Option Year Three: August 1, 2013 - July 31, 2014</p> <p>The total amount of this contract (ceiling) for the base period of performance, for the services ordered, delivered, and accepted under this contract, is \$73,542.36.</p> <p>The amount presently obligated with respect to this contract is \$73,542.36. The base year is fully funded.</p> <p>The total amount of this contract for the services ordered, delivered, and accepted, if all option years are exercised, is as follows:</p> <table border="0"> <tr> <td>Base Year (current ceiling):</td> <td>\$73,542.36</td> </tr> <tr> <td>Option Year One:</td> <td>\$30,908.04</td> </tr> <tr> <td>Option Year Two:</td> <td>\$19,940.64</td> </tr> <tr> <td>Option Year Three:</td> <td>\$17,057.40</td> </tr> </table> <p>Total Amount, Base and Three Option Years: \$141,448.44</p> <p>A detailed Schedule of Items and Prices is shown in Section B of this contract.</p> <p>Attachment: Billing Instructions</p>	Base Year (current ceiling):	\$73,542.36	Option Year One:	\$30,908.04	Option Year Two:	\$19,940.64	Option Year Three:	\$17,057.40				
Base Year (current ceiling):	\$73,542.36												
Option Year One:	\$30,908.04												
Option Year Two:	\$19,940.64												
Option Year Three:	\$17,057.40												

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
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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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SECTION B - CONTINUATION BLOCK

B.1 Schedule of Items and Prices – NRC-10-10-391

The Contractor shall provide vehicles in accordance with the NRC requirements set forth in this contract, at the prices as set forth below. The Government estimates that each vehicle will be driven approximately 5,000 miles per year and does not anticipate use of the vehicle in excess of this mileage. Mileage in excess of 5,000 miles per year per vehicle will be charged at \$0.15 per mile.

Base Year, August 1, 2010 – July 31, 2011

Item No	Description	Qty	Unit	Unit Price	Amount
A001	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
A002	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
A003	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
A004	Ford Explorer 4X4	[REDACTED]	Months	[REDACTED]	[REDACTED]
A005	Lincoln Town Car Signature Limited	[REDACTED]	Months	[REDACTED]	[REDACTED]
	Total Amount, Base Year				\$73,542.36

Option Year One, August 1, 2011 – July 31, 2012

Item No	Description	Qty	Unit	Unit Price	Amount
B001	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
B002	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
B003	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
B004	Ford Explorer 4X4	[REDACTED]	Months	[REDACTED]	[REDACTED]
B005	Lincoln Town Car Signature Limited	[REDACTED]	Months	[REDACTED]	[REDACTED]
	Total Amount, Option Year One		Months		\$30,908.04

Option Year Two, August 1, 2012 – July 31, 2013

Item No	Description	Qty	Unit	Unit Price	Amount
C001	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
C002	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
C003	Mercury Grand Marquis	[REDACTED]	Months	[REDACTED]	[REDACTED]
C004	Ford Explorer 4X4	[REDACTED]	Months	[REDACTED]	[REDACTED]
C005	Lincoln Town Car Signature Limited	[REDACTED]	Months	[REDACTED]	[REDACTED]
	Total Amount, Option Year Two		Months		\$19,940.64

Option Year Three, August 1, 2013 – July 31, 2014

Item No	Description	Qty	Unit	Unit Price	Amount
D001	Mercury Grand Marquis		Months		
D002	Mercury Grand Marquis		Months		
D003	Mercury Grand Marquis		Months		
D004	Ford Explorer 4X4		Months		
D005	Lincoln Town Car Signature Limited		Months		
	Total Amount, Option Year Thee		Months		
Total Amount, Base Year & Three Option Years					\$141,448.44

B.2 Statement of Work

U.S. Nuclear Regulatory Commission

STATEMENT OF WORK – NRC-10-10-391

PROJECT TITLE:

The title of this project is "LEASE OF FIVE (5) EXECUTIVE VEHICLES"

BRIEF DESCRIPTION OF WORK:

Annual lease of up to three (3) Class-IV, full-size sedans, one (1) sport utility vehicle, and one (1) Lincoln Town Car (Signature Series), all with the minimum specification requirements as set forth in the description, specification, and work statement.

CONTRACT OBJECTIVE:

The objective of this contract is to lease up to three (3) new, full-size, (Class IV) sedans, one (1) sport utility vehicle, and one (1) Lincoln Town Car (Signature Series), (hereafter referred to as vehicles), on an annual basis for an estimated period of four years (an initial base year with three additional one-year option periods).

SCOPE OF WORK:

The Contractor shall lease to the Government, up to five (5) vehicles at the firm fixed prices set forth in this contract. All vehicles provided by the Contractor during the period of performance of this contract, or any extension, shall have the minimum specifications as set forth below.

In addition to the initial base year, there are three (3) option years under this contract as follows:

- (1) The Government shall have the option to lease up to five (5) vehicles, for a first option year, at the firm fixed unit prices set forth in this contract. Should the Government elect to exercise its option for the first option year lease, the Government shall also have the option to retain the same vehicles received for the base year of the contract.
- (2) The Government shall have the option to lease up to five (5) vehicles, for a second option year, at the firm fixed unit prices set forth in this contract. Should the Government elect to exercise its option for the second option year lease, the Government shall also have the option to retain the same vehicles received for the previous year of the contract.

- (3) The Government shall have the option to lease up to five (5) vehicles, for a third option year, at the firm fixed unit prices set forth in this contract. Should the Government elect to exercise its option for the third option year lease, the Government shall also have the option to retain the same vehicles received for the previous year of the contract.
- (4) The Government shall have the option to exchange to another type of vehicle with at least 30-days notification to the Contractor.

The Contractor shall have the vehicles available for pickup by the NRC at the Contractor's facility in any location within the Metropolitan Washington, D.C. area. The vehicles shall be available for the Government's pickup on the delivery schedule date as set forth in this contract, which at such time, the term of the initial base year (1st-year) lease shall begin.

The vehicles will be garaged at NRC's headquarters, located at the One White Flint North Building, 11555 Rockville Pike, Rockville, Maryland 20852.

NRC is exempt from the requirement to display official U.S. Government license tags and other identification. The Contractor shall therefore furnish all required tags from the State of Maryland for the vehicles prior to the Government's pickup of the vehicles.

The Government will install telephones and reading lamps in each of the leased vehicles and will remove this equipment from the vehicles upon expiration of the contract.

WARRANTY:

The manufacturer's standard warranty for the leased vehicles shall cover the entire period under this contract or any extension. Any towing that may be required for warranty service shall be the sole responsibility of the Contractor.

MAINTENANCE:

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

RETURN OF VEHICLES:

At least 30-days prior to the expiration or termination of this contract, the Government will contact the Contractor to determine a destination within the Metropolitan Washington, D.C. area mutually agreeable to both parties for the return of the vehicles.

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

The Contractor shall be responsible for performing an appraisal of the physical condition of each 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.

The Government will assume full responsibility for reconditioning the vehicles at its expense, excluding normal wear and tear as defined below:

For purposes of this contract lease, "normal wear and tear" is defined as those dents, dings, paint chips, scratches, pitted but not cracked windshields, and interior wear such as soiled carpets and seats, normally occurring to a motor vehicle over the contract period of use, in both a rural and metropolitan area. In any event, the Government's liability for any reconditioning of the vehicles shall be limited to replacement of glass and exterior trim, and repair to body damage attributable to collision only, and to

interior damage such as cut, torn, burnt materials, as well as mechanical repair. Contractors are cautioned that the Government, by signing the damage estimate, does not acknowledge liability therefore. This can only be accomplished by an authorized NRC Contracting Officer after evaluation and consideration of all factors.

PERIOD OF PERFORMANCE:

This contract shall consist of a one-year base period with three (3) additional one-year option periods. It is estimated that the initial one-year base period would begin on August 1, 2010.

MINIMUM SPECIFICATIONS REQUIRED FOR THE SEDANS

MODEL & YEAR: 2010 Mercury Grand Marquis LS

BODY SIZE: Full-size, five or six passenger

ENGINE SIZE: V-8

COLOR: Black exterior with Dark Gray interior, or other dark color to be approved by the Project Officer

DOORS: Four-door

TRUNK: Minimum 20 cubic feet storage space

AIR BAGS: Minimum driver and front passenger

EQUIPMENT:

- A. Automatic Transmission
- B. Air Conditioning
- C. All weather, steel belted radial tires
- D. Tinted window glass
- E. Tilt steering wheel
- F. Interval windshield wipers
- G. Rear seat headrests
- H. Rear center armrests
- I. AM/FM Stereo Cassette Radio (or CD)
- J. Clock
- K. Power windows
- L. Power outside rearview mirrors (driver and passenger side)
- M. Electric rear window defroster
- N. Front and rear floor mats
- O. Power door locks
- P. Cruise control
- Q. Front cornering lamps
- R. 4-wheel anti-lock disc brakes
- S. Keyless entry code

MINIMUM INTERIOR DIMENSIONS:

- A. Head-room = 39 inches in front and 38 inches in rear
- B. Leg-room = 42 inches in front and 38 inches in rear
- C. Shoulder-room = 60 inches in front and 60 inches in rear
- D. Hip-room = 58 inches in front and 58 inches in rear

A GPS Navigation System is not included.

MINIMUM SPECIFICATIONS FOR THE SPORT UTILITY VEHICLE

MODEL TYPE AND YEAR: 2010 Ford Explorer 4WD

BODY SIZE: At least = 111-inch wheelbase
190-inch length
70-inch width

ENGINE SIZE: V6 - at least 200hp 4x4

COLOR: Black exterior with Charcoal interior, or other dark color to be approved by the Project Officer

SEATS: Bucket seats in front and bench in rear (5-passenger)

DOORS: Four-door

TRUNK: Cargo volume of at least 40 cubic-feet with rear seat up and at least 80 cubic-feet with the rear seat down.

AIR BAGS: Driver & front passenger - front and side air bags

EQUIPMENT:

- A. Automatic Transmission
- B. Air Conditioning
- C. All Weather, steel belted radial tires
- D. Tinted window glass
- E. Tilt steering wheel
- F. Interval windshield wipers
- G. Rear seat headrests
- H. Running boards
- I. AM/FM Cassette Radio (or CD)
- J. Clock
- K. Power windows
- L. Power outside rear-view mirrors (driver & passenger side)
- M. Electric rear-window defroster
- N. Front and rear floor mats
- O. Power door locks
- P. Cruise control
- Q. 4-wheel anti-lock disc brakes
- R. Keyless entry code

MINIMUM INTERIOR DIMENSIONS:

- A. Head-room = Front 39-inches & Rear 39-inches
- B. Leg-room = Front 42-inches & Rear 36-inches
- C. Shoulder-room = Front 56-inches & Rear 56-inches
- D. Hip-room = Front 51-inches & Rear 51-inches

A GPS Navigation System is not included.

NRC SPECIFICATIONS FOR THE LINCOLN TOWN CAR (Signature Series)

Model and Year: 2010 Lincoln Town Car Signature Limited

Body Size: Full-size, six passenger

Engine Size: SOHC 16-Valve V-8 with electronic engine control

Color: Black Clearcoat exterior with Dark Gray interior, or other dark color to be approved by the Project Officer

Seats: 40/20/40 front seat system with driver/passenger 8-way power seats, 2-way front head restraints and dual power lumbar adjustment

Doors: Four-door

Tires: P225/60SR 16 black sidewall

Wheels: 16-inch Aluminum

Safety & Security:

- Driver and front passenger side-impact head/chest airbags
- 4-wheel disk Anti-lock Brake System (ABS)
- Remote illuminated keyless entry system with panic button
- 3-point safety belts for front outboard and all rear passengers

SmartLock anti-lock system
 All-speed Electronic Tracking Control Securilock passive anti-theft system
 Heavy-gauge steel side door anti-intrusion beams, front and rear crumple zones
 Brake/shift interlock
 Dual power heated exterior mirrors

Interior Amenities:

Automatic Transmission
 Air Conditioning
 Dual illuminated visor vanity mirrors
 Automatic lamp on/off delay lighting system
 CFC-free electronic automatic temperature control with sunload sensor
 Rear seat heat and air conditioning ducts
 Fingertip speed control with tap-up/tap-down feature
 Power windows with driver-side express-down feature
 AM/FM stereo/cassette with Premium Sound/CD player
 Battery saver
 Tilt steering wheel
 Remote decklid and fuel-filler door release buttons on driver's door trim panel
 Leather seating surfaces
 Solar-tinted glass
 Power door locks
 Concealed radio antenna
 Ashtray-mounted cup holders
 Delayed accessory power
 Analog instrument cluster
 Front seatback map pockets
 Front and rear carpeted floor mats
 Courtesy lights
 Integral reflectors on front and rear doors
 Roof rail assist handles
 Automatic parking brake release
 Rear compartment reading lights
 Leather-wrapped two-spoke steering wheel
 Auxiliary 12-volt power outlet

Exterior Features:

Bodyside protection molding
 Complex reflector headlamps with clear lenses
 Complex reflector taillamps
 Extensive corrosion protection
 Cornering lamps
 5-mph bumpers front/rear
 Single key entry ignition
 Dual power heated exterior mirrors

Accommodations and Dimensions:

Headroom (in.) - 39.2 front; 37.5 rear
 Legroom (in.) - 42.6 front (max); 41.1 rear (min)
 Hiproom (in.) - 57.3 front; 58.0 rear
 Shoulder room (in.) - 60.6 front; 60.3 rear
 Outside dimensions (in.) - 58.0 height; 78.2 width; 215.3 length
 Fuel capacity (gal) - 19.0
 Luggage space (cu. ft.) - 20.6
 Curb weight (lb.) - 4,047- 4,156
 A GPS Navigation System is not included.

SECTION C - CONTRACT CLAUSES**C.1 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: T. Reginald Stansbury
Address: U.S. Nuclear Regulatory Commission
Mail Stop O-P1-37
11555 Rockville Pike
Rockville, MD 20852
Telephone Number: 301-415-2095
Email: Reginald.Stansbury@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.2 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 end 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 four years.

C.3 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond July 31, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond July 31, 2011, until funds are made available to the Contracting

Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.4 52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)

(a) Upon the submission of proper invoices or vouchers, the Government shall pay rent for each vehicle at the rate(s) specified in this contract.

(b) Rent shall accrue from the beginning of this contract, or from the date each vehicle is delivered to the Government, whichever is later, and shall continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each vehicle is in the possession of the Government.

(c) Rent shall not accrue for any vehicle that the Contracting Officer determines does not comply with the Condition of Leased Vehicles clause of this contract or otherwise does not comply with the requirements of this contract, until the vehicle is replaced or the defects are corrected.

(d) Rent shall not accrue for any vehicle during any period when the vehicle is unavailable or unusable as a result of the Contractor's failure to render services for the operation and maintenance of the vehicle as prescribed by this contract.

(e) Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the Government's possession. If this contract contains a mileage provision, the Government shall pay rent as provided in the Schedule.

C.5 52.208-5 CONDITION OF LEASED VEHICLES (APR 1984)

Each vehicle furnished under this contract shall be of good quality and in safe operating condition, and shall comply with the Federal Motor Vehicle Safety Standards (49 CFR 571) and State safety regulations applicable to the vehicle. The Government shall accept or reject the vehicles promptly after receipt. If the Contracting Officer determines that any vehicle furnished is not in compliance with this contract, the Contracting Officer shall promptly inform the Contractor in writing. If the Contractor fails to replace the vehicle or correct the defects as required by the Contracting Officer, the Government may (a) by contract or otherwise, correct the defect or arrange for the lease of a similar vehicle and shall charge or set off against the Contractor any excess costs occasioned thereby, or (b) terminate the contract under the Default clause of this contract.

C.6 52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

(a) The Government may place nonpermanent markings or decals, identifying the using agency, on each side, and on the front and rear bumpers, of any motor vehicle leased under this contract. The Government shall use markings or decals that are removable without damage to the vehicle.

(b) The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

C.7 52.228-8 LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999)

(a) The Government shall be responsible for loss of or damage to-

(1) Leased vehicles, except for (i) normal wear and tear and (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

C.8 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1,

Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for

cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(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) 52.222-54, 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.)
- (27)(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.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (29)(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.
- (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (31)(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.
- (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (33) 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).
- (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

- (36) 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)).
- (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (42)(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) [Removed and reserved]

(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.10 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 end of the contract.

C.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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment: 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.