

AWARD/CONTRACT

P1-24

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-10-94-144	3. EFFECTIVE DATE 3/1/94	4. REQUISITION/PROJECT NO. ADM-94-144
----------------------------------	-----------------------------	--

5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. Of Contracts & Property Mgmt. Contract Neg. Br. No.2;P-1042 Washington, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin Br. No.3;P-902 Washington, DC 20555
---	---

7. NAME AND ADDRESS OF CONTRACTOR Prime:Small Business Administration Sub:Facilities Management Company 1200 Mercantile Lane, Suite 109 Landover, MD 20785 Principal Investigator/Technical Contact: Mr. Frederick L. Sims Telephone No: (301) 925-1620	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT N/A	

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Attn: Gary Gladhill, NRC Warehouse Division of Contracts & Prop Mgt. Washington, D.C. 20555	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
--	--

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) 41 U.S.C. 253(c) [5] 15

14. ACCOUNTING AND APPROPRIATION DATA
 See Section B

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
---------------	-------------------------	---------------	-----------	-----------------	-------------

The U.S. Nuclear Regulatory Commission hereby accepts Facilities Management Company's technical proposal dated January 3, 1994 which is incorporated herein by reference and made part of this contract. Section K of the solicitation as completed by the Facilities Management Company is hereby incorporated by reference.

15G. TOTAL AMOUNT OF CONTRACT \$664,038.56

EXCEPTION TO STANDARD FORM SF26 (REV.4-85) Prescribed by GSA
 FAR(48 CFR) 53.214(a)

9403100328 940217
 PDR CONTR
 NRC-10-94-144 PDR

DFOJ | 1

X SEC	DESCRIPTION	PAGE(S)
	16. TABLE OF CONTENTS	
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER
(Type or print)

20A. NAME OF CONTRACTING OFFICER

19B. NAME OF CONTRACTOR
by _____
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA
by _____
(Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

TRIPARTITE AGREEMENT

Signature Page

PRIME CONTRACTOR:

US Small Business Administration

By: _____

M. B. Graham

Date: _____

2-17-94

Name: _____

VIRGINIA BELLAMY-GRAHAM

Title: _____

CONTRACTING OFFICER

SUBCONTRACTOR:

Facilities Management Company

By: _____

Frederick L. Sims

Date: _____

2/9/94

Name: _____

Frederick L. Sims

Title: _____

PRESIDENT

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: _____

Mary H. Mace

Date: _____

2-9-94

Name: _____

Mary H. Mace

Title: _____

Contracting Officer

TABLE OF CONTENTS

PAGE

AWARD/CONTRACT

PART I - THE SCHEDULE.	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.	3
B.1 PROJECT TITLE.	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)	3
ALTERNATE 1 (JUN 1988)	
B.3 PRICING.	3
B.3.1 WAREHOUSE SUPPORT - BASE YEAR	4
B.3.2 MOVING SERVICES - BASE YEAR - WEEKDAYS.	4
B.3.3 MOVING SERVICES - BASE YEAR - NIGHTS AND WEEKENDS	4
B.3.4 MOVING SERVICES - BASE YEAR - HOLIDAYS.	4
B.3.5 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - BASE YEAR	5
B.3.6 WAREHOUSE SUPPORT - 1ST OPTION YEAR	5
B.3.7 MOVING SERVICES - 1ST OPTION YR - WEEKDAYS.	5
B.3.8 MOVING SERVICES - 1ST OPT YR - NIGHTS AND WEEKENDS.	5
B.3.9 MOVING SERVICES - 1ST OPT YEAR - HOLIDAYS	6
B.3.10 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 1ST OPT YE	6
B.3.11 WAREHOUSE SUPPORT - 2ND OPTION YEAR	6
B.3.12 MOVING SERVICES - 2ND OPTION YR - WEEKDAYS.	6
B.3.13 MOVING SERVICES - 2ND OPT YR - NIGHTS AND WEEKENDS.	7
B.3.14 MOVING SERVICES - 2ND OPT YEAR - HOLIDAYS	7
B.3.15 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 2ND OPT YE	7
B.3.16 WAREHOUSE SUPPORT - 3RD OPT YEAR.	7
B.3.17 MOVING SERVICES - 3RD OPT YR - WEEKDAYS	8
B.3.18 MOVING SERVICES - 3RD OPT YR - NIGHTS AND WEEKENDS.	8
B.3.19 MOVING SERVICES - 3RD OPT YEAR - HOLIDAYS	8
B.3.20 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 3RD OPT YE	8
B.4 CONSIDERATION AND OBLIGATION--FIXED PRICE AND DELIVERY ORDE (JUN 1988)	9
B.5 APPROPRIATION AND ACCOUNTING DATA.	10
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.	11
C.1 OBJECTIVE.	11
C.2 WAREHOUSE SUPPORT SERVICES	11
C.2.1 FILLING SUPPLY REQUISITIONS	11
C.2.2 FILLING FURNITURE REQUISITIONS.	12
C.2.3 DELIVERING MATERIAL	12
C.2.4 PICK UP OF MATERIAL FOR RETURN.	12
C.2.5 REPLENISHING MATERIAL STOCK.	12
C.2.6 REQUIRED SKILLS AND QUALIFICATIONS OF WAREHOUSE SUPPORT PERSONNEL	13
C.2.7 REQUIRED ATTIRE FOR WAREHOUSE SUPPORT PERSONNEL	13
C.3 MOVING SERVICES.	13
C.3.1 REQUIRED MOVING EQUIPMENT AND PERSONNEL CAPACITY.	14
C.3.2 REQUIRED RESPONSE TIME TO MOVING WORK ORDERS.	14
C.3.3 SPECIAL REQUIREMENT - MOVING LARGE FILING SYSTEMS	14

TABLE OF CONTENTS

	PAGE
C.3.4 TRASH DISPOSAL.	15
C.3.5 TEMPORARY STORAGE OF EXCESS FURNITURE.	15
C.4 SERVICE LOCATIONS.	15
SECTION D - PACKAGING AND MARKING.	17
D.1 PACKAGING AND MARKING (MAR 1987)	17
SECTION E - INSPECTION AND ACCEPTANCE.	18
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	18
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)	18
E.3 GOVERNMENT INSPECTION OF WAREHOUSE SERVICES.	18
E.4 GOVERNMENT INSPECTION AND ACCEPTANCE OF PERFORMANCE.	18
FOR MOVING WORK ORDERS	
SECTION F - DELIVERIES OR PERFORMANCE.	20
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	20
F.2 DURATION OF CONTRACT PERIOD (MAR 1987)	20
ALTERNATE 4 (JUN 1988)	
SECTION G - CONTRACT ADMINISTRATION DATA	21
G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY.	21
ALTERNATE 1 (JAN 1993)	
G.2 ORDERING PROCEDURES (MAY 1991)	21
G.3 PLACEMENT OF WORK ORDERS	22
G.4 SERVICE TICKETS.	22
G.5 GUARANTEED MINIMUM	23
G.6 CANCELLATION CHARGES	23
SECTION H - SPECIAL CONTRACT REQUIREMENTS.	24
H.1 NRCAR 2052.204-71 SITE ACCESS BADGE.	24
REQUIREMENTS (JAN 1993)	
H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS	24
(NOV 1989)	
H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)	24
H.4 REQUIRED INSURANCE	25
H.5 LIABILITY FOR DAMAGE OR INJURY	26
H.6 SECURITY	26
PART II - CONTRACT CLAUSES	27
SECTION I - CONTRACT CLAUSES	27
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	27
I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT.	29
INTEGRITY--MODIFICATION (NOV 1990)	
I.3 52.216-18 ORDERING (APR 1984)	31
I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)	31
I.5 52.216-21 REQUIREMENTS (APR 1984)	32
I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE	33
CONTRACT (MAR 1989)	
I.7 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS	33
(FEB 1990)	

TABLE OF CONTENTS		PAGE
I.8	52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)	34
I.9	52.219-17 SECTION 8(A) AWARD (FEB 1990)	35
I.10	52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	36
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		37
SECTION J - LIST OF ATTACHMENTS.		37
J.1	ATTACHMENTS (MAR 1987)	37

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Moving and Warehouse Support Services

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The purpose of this contract is to acquire material moving, temporary storage, refuse disposal services for the NRC in the local Washington, DC metropolitan area and to acquire daily warehouse support services for the NRC.

- (b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

B.3 PRICING

The warehouse support services provided under Section C.2 of this contract shall be performed on a firm fixed price basis payable in monthly increments after completion of the required services for each month.

The following fixed hourly rates and material cost line items are for Section C.3, the moving services portion of the contract. The fixed hourly labor rates are inclusive of wages, indirect costs, liability insurance, safety equipment, general and administrative expense and profit and shall apply for the period of the contract specified. The line items for material and subcontract costs are material and subcontracts required for the performance of the work such as the for lease of necessary equipment, vehicles, and storage trailers, packing materials, necessary building protection material, and refuse disposal expenses and shall be reimbursed at actual cost plus a 20.57% handling charge in accordance with FAR 52.232-7.

B.3.1 WAREHOUSE SUPPORT - BASE YEAR

Monday through Thursday, 7:45 A.M. to 4:30 P.M., and Fridays from 7:15 A.M. to 4:00 P.M., weekends and holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	WAREHOUSE SUPPORT PER SECTION C.2	12	MO	\$16,867.33	\$202,407.36

B.3.2 MOVING SERVICES - BASE YEAR - WEEKDAYS

Monday through Friday, 7:45 A.M. to 4:30 P.M., government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	288	HR	\$33.40	\$ 9,619.71
B.	WORKING FOREMAN	0	HR	\$25.69	\$ 0.00
C.	TRUCKDRIVER, HEAVY TRUCK	0	HR	\$25.00	\$ 0.00
D.	TRUCKDRIVER, TRACTOR-TRAILER	360	HR	\$27.67	\$ 9,961.99
E.	MATERIAL HANDLING LABORER	640	HR	\$16.61	\$10,631.34
F.	PACKER, LIBRARY/FILE	2400	HR	\$18.58	\$44,600.48

B.3.3 MOVING SERVICES - BASE YEAR - NIGHTS AND WEEKENDS

Monday through Thursday, 4:30 P.M. to 7:45 A.M., and from 4:30 P.M. on Friday until 7:45 A.M. on Monday, government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	32	HR	\$49.01	\$ 1,568.44
B.	WORKING FOREMAN	984	HR	\$37.96	\$37,351.99
C.	TRUCKDRIVER, HEAVY TRUCK	1152	HR	\$36.96	\$42,576.75
D.	TRUCKDRIVER, TRACTOR-TRAILER	400	HR	\$40.96	\$16,384.06
E.	MATERIAL HANDLING LABORER	5944	HR	\$24.38	\$144,904.03
F.	PACKER, LIBRARY/FILE	2600	HR	\$27.32	\$71,031.81

B.3.4 MOVING SERVICES - BASE YEAR - HOLIDAYS

7:45 A.M. Holidays until 7:45 A.M. next day

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	0	HR	\$64.63	\$ 0.00
B.	WORKING FOREMAN	0	HR	\$50.29	\$ 0.00
C.	TRUCKDRIVER, HEAVY TRUCK	0	HR	\$48.92	\$ 0.00
D.	TRUCKDRIVER, TRACTOR-TRAILER	0	HR	\$54.35	\$ 0.00
E.	MATERIAL HANDLING LABORER	0	HR	\$32.19	\$ 0.00
F.	PACKER, LIBRARY/FILE	0	HR	\$36.11	\$ 0.00

B.3.5 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - BASE YEAR

The cost of material and subcontracts including the lease of equipment, vehicles, and trailers and refuse disposal will be reimbursed at actual cost plus a 20.57% handling charge in accordance with FAR 52.232-7. The Government's estimate is \$73,000.....\$73,000

TOTAL BASE YEAR CEILING \$664,038.56

B.3.6 WAREHOUSE SUPPORT - 1ST OPTION YEAR

Monday through Thursday, 7:45 A.M. to 4:30 P.M., and Fridays from 7:15 A.M. to 4:00 P.M., weekends and holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	WAREHOUSE SUPPORT PER SECTION C.2	12	MO	\$17,498.55	\$209,982.60

B.3.7 MOVING SERVICES - 1ST OPTION YR - WEEKDAYS

Monday through Friday, 7:45 A.M. to 4:30 P.M., government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	60	HR	\$34.87	\$ 2,092.20
B.	WORKING FOREMAN	88	HR	\$26.22	\$ 2,307.37
C.	TRUCKDRIVER, HEAVY TRUCK	96	HR	\$22.63	\$ 2,172.91
D.	TRUCKDRIVER, TRACTOR-TRAILER	38	HR	\$26.68	\$ 1,013.92
E.	MATERIAL HANDLING LABORER	660	HR	\$16.05	\$10,596.10
F.	PACKER, LIBRARY/FILE	0	HR	\$18.48	\$ 0.00

B.3.8 MOVING SERVICES - 1ST OPT YR - NIGHTS AND WEEKENDS

Monday through Thursday, 4:30 P.M. to 7:45 A.M., and from 4:30 P.M. on Friday until 7:45 A.M. on Monday, government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	5	HR	\$51.15	\$ 255.77
B.	WORKING FOREMAN	348	HR	\$38.18	\$13,286.09
C.	TRUCKDRIVER, HEAVY TRUCK	384	HR	\$32.80	\$12,595.19
D.	TRUCKDRIVER, TRACTOR-TRAILER	192	HR	\$38.87	\$ 7,463.33
E.	MATERIAL HANDLING LABORER	2516	HR	\$22.93	\$57,692.49
F.	PACKER, LIBRARY/FILE	0	HR	\$26.56	\$ 0.00

B.3.9 MOVING SERVICES - 1ST OPT YEAR - HOLIDAYS

7:45 A.M. Holidays until 7:45 A.M. next day

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	0	HR	\$67.44	\$ 0.00
B.	WORKING FOREMAN	0	HR	\$50.14	\$ 0.00
C.	TRUCKDRIVER, HEAVY TRUCK	0	HR	\$42.97	\$ 0.00
D.	TRUCKDRIVER, TRACTOR-TRAILER	0	HR	\$51.06	\$ 0.00
E.	MATERIAL HANDLING LABORER	0	HR	\$29.81	\$ 0.00
F.	PACKER, LIBRARY/FILE	0	HR	\$34.65	\$ 0.00

B.3.10 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 1ST OPT YEAR

The cost of material and subcontracts including the lease of equipment, vehicles, and trailers and refuse disposal will be reimbursed at actual cost plus a 20.57% handling charge in accordance with FAR 52.232-7. The Government's estimate is \$57,300.....\$57,300

TOTAL 1ST OPT YEAR CEILING \$376,757.97

B.3.11 WAREHOUSE SUPPORT - 2ND OPTION YEAR

Monday through Thursday, 7:45 A.M. to 4:30 P.M., and Fridays from 7:15 A.M. to 4:00 P.M., weekends and holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	WAREHOUSE SUPPORT PER SECTION C.2	12	MO	\$18,159.11	\$217,909.32

B.3.12 MOVING SERVICES - 2ND OPTION YR - WEEKDAYS

Monday through Friday, 7:45 A.M. to 4:30 P.M., government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	27	HR	\$36.57	\$ 987.36
B.	WORKING FOREMAN	32	HR	\$27.55	\$ 881.50
C.	TRUCKDRIVER, HEAVY TRUCK	48	HR	\$23.81	\$ 1,142.74
D.	TRUCKDRIVER, TRACTOR-TRAILER	20	HR	\$28.03	\$ 560.58
E.	MATERIAL HANDLING LABORER	218	HR	\$16.94	\$ 3,693.86
F.	PACKER, LIBRARY/FILE	0	HR	\$19.47	\$ 0.00

B.3.13 MOVING SERVICES - 2ND OPT YR - NIGHTS AND WEEKENDS

Monday through Thursday, 4:30 P.M. to 7:45 A.M., and from 4:30 P.M. on Friday until 7:45 A.M. on Monday, government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	3	HR	\$53.55	\$ 160.66
B.	WORKING FOREMAN	96	HR	\$40.02	\$ 3,841.96
C.	TRUCKDRIVER, HEAVY TRUCK	192	HR	\$34.41	\$ 6,606.66
D.	TRUCKDRIVER, TRACTOR-TRAILER	76	HR	\$40.74	\$ 3,096.41
E.	MATERIAL HANDLING LABORER	745	HR	\$24.12	\$17,966.07
F.	PACKER, LIBRARY/FILE	0	HR	\$27.90	\$ 0.00

B.3.14 MOVING SERVICES - 2ND OPT YEAR - HOLIDAYS

7:45 A.M. Holidays until 7:45 A.M. next day

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	0	HR	\$70.54	\$ 0.00
B.	WORKING FOREMAN	0	HR	\$52.49	\$ 0.00
C.	TRUCKDRIVER, HEAVY TRUCK	0	HR	\$45.01	\$ 0.00
D.	TRUCKDRIVER, TRACTOR-TRAILER	0	HR	\$53.46	\$ 0.00
E.	MATERIAL HANDLING LABORFR	0	HR	\$31.29	\$ 0.00
F.	PACKER, LIBRARY/FILE	0	HR	\$36.34	\$ 0.00

B.3.15 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 2ND OPT YEAR

The cost of material and subcontracts including the lease of equipment, vehicles, and trailers and refuse disposal will be reimbursed at actual cost plus a 20.57% handling charge in accordance with FAR 52.232-7. The Government's estimate is \$5,700.....\$5,700

TOTAL 2ND OPT YEAR CEILING \$262,547.02

B.3.16 WAREHOUSE SUPPORT - 3RD OPT YEAR

Monday through Thursday, 7:45 A.M. to 4:30 P.M., and Fridays from 7:15 A.M. to 4:00 P.M., weekends and holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	WAREHOUSE SUPPORT PER SECTION C.2	12	MO	\$18,851.37	\$226,216.44

B.3.17 MOVING SERVICES - 3RD OPT YR - WEEKDAYS

Monday through Friday, 7:45 A.M. to 4:30 P.M., government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	27	HR	\$38.25	\$ 1,032.71
B.	WORKING FOREMAN	32	HR	\$28.84	\$ 922.84
C.	TRUCKDRIVER, HEAVY TRUCK	48	HR	\$24.94	\$ 1,197.02
D.	TRUCKDRIVER, TRACTOR-TRAILER	20	HR	\$29.34	\$ 586.83
E.	MATERIAL HANDLING LABORER	218	HR	\$17.78	\$ 3,876.03
F.	PACKER, LIBRARY/FILE	0	HR	\$20.41	\$ 0.00

B.3.18 MOVING SERVICES - 3RD OPT YR - NIGHTS AND WEEKENDS

Monday through Thursday, 4:30 P.M. to 7:45 A.M., and from 4:30 P.M. on Friday until 7:45 A.M. on Monday, government holidays excluded.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	3	HR	\$55.96	\$ 167.89
B.	WORKING FOREMAN	96	HR	\$41.85	\$ 4,017.35
C.	TRUCKDRIVER, HEAVY TRUCK	192	HR	\$36.00	\$ 6,911.32
D.	TRUCKDRIVER, TRACTOR-TRAILER	76	HR	\$42.60	\$ 3,237.71
E.	MATERIAL HANDLING LABORER	745	HR	\$25.26	\$18,818.47
F.	PACKER, LIBRARY/FILE	0	HR	\$29.21	\$ 0.00

B.3.19 MOVING SERVICES - 3RD OPT YEAR - HOLIDAYS

7:45 A.M. Holidays until 7:45 A.M. next day

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	PROJECT SUPERVISION	0	HR	\$73.68	\$ 0.00
B.	WORKING FOREMAN	0	HR	\$54.86	\$ 0.00
C.	TRUCKDRIVER, HEAVY TRUCK	0	HR	\$47.05	\$ 0.00
D.	TRUCKDRIVER, TRACTOR-TRAILER	0	HR	\$55.86	\$ 0.00
E.	MATERIAL HANDLING LABORER	0	HR	\$32.74	\$ 0.00
F.	PACKER, LIBRARY/FILE	0	HR	\$38.01	\$ 0.00

B.3.20 MOVING SERVICES - MATERIAL AND SUBCONTRACTS - 3RD OPT YEAR

The cost of material and subcontracts including the lease of equipment, vehicles, and trailers and refuse disposal will be reimbursed at actual cost plus a 20.57% handling charge in accordance with FAR 52.232-7. The Government's estimate is \$6,000.....\$6,000

TOTAL 3RD OPT YEAR CEILING \$272,984.61

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION--FIXED PRICE AND DELIVERY ORDERS
(JUN 1988)**

- (a) The firm fixed price of the base year for the warehouse support services is \$202,407.96.
- (b) The total estimated amount (ceiling) of the base year for moving services ordered, delivered, and accepted under this contract is \$461,630.60. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (c) The total contract ceiling amount for the base year is \$664,038.56.
- (d) The firm fixed price for the first option year for warehouse support services is \$209,982.60.
- (e) The total estimated amount (ceiling) for the first option year for moving services ordered, delivered, and accepted under this contract is \$166,775.37. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during this option period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (f) The total first year option contract ceiling amount is \$376,757.97.
- (g) The firm fixed price for the second option year for warehouse support services is \$217,909.32.
- (h) The total estimated amount (ceiling) for the second option year for moving services ordered, delivered, and accepted under this contract is \$44,637.70. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during this option period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (i) The total second option year contract ceiling amount is \$262,547.02.
- (j) The firm fixed price of the third option year for the warehouse support services is \$226,216.44.
- (k) The total estimated amount (ceiling) of the third option year for moving services ordered, delivered, and accepted under this contract is \$46,768.17. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during this option period

B.4 (Continued)

provided such orders are within any maximum ordering limitation prescribed under this contract.

- (l) The total third option year contract ceiling amount is \$272,984.61.
- (m) The amount presently obligated with respect to this contract is \$480,926.85. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph c above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

B.5 APPROPRIATION AND ACCOUNTING DATA

APPN: X0200 B&R: 44020-613-102 JOB CODE: D2354-4 BOC:2210
OBLIGATED AMOUNT: \$190,523.68

APPN: X0200 B&R: 44019-614-005 JOB CODE: D2472-4 BOC:2210
OBLIGATED AMOUNT: \$290,403.17

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 OBJECTIVE**

The purpose of this contract is to obtain material moving, temporary storage, and refuse disposal services for the NRC in the local Washington D.C. metropolitan area and to acquire daily warehouse support services for the NRC.

C.2 WAREHOUSE SUPPORT SERVICES

The Contractor shall provide five individuals on a daily basis with the skills and abilities in Section C.2.6 to perform the warehouse support services set forth below. The Contractor shall provide these services between the hours of 7:45 A.M. to 4:30 P.M. Monday through Thursday and between the hours 7:15 A.M. to 4:00 P.M. on Friday. The Contractor shall ensure that its personnel are properly supervised. The required support services include selecting, palletizing, and stacking requisitioned material, delivering the requisitioned material in a safe manner to specified locations and recipients, picking up material for disposition, assembling the material (including furniture) at destination, if required, and breaking down bulk stocks and replenishing bin and store stock materials. The Contractor shall also perform small inter-office moves and office furniture rearrangements consisting of conventional furniture only. Small office moves are considered to be movements of no more than eight workstations and associated furniture and boxes between NRC locations which do not require more than the five warehouse support contractor personnel and can be accomplished in one work day using the government vehicles listed in Section H. The Contractor shall be available for communication with the Project Officer by means of a pager/beeper at all times when contract work is in progress.

C.2.1 FILLING SUPPLY REQUISITIONS

The Contractor shall fill all supply requisitions on the NRC form 34 entitled, "Requisition for Supplies, Equipment, or Labor Services" by removing from stock bins only the quantities and supplies specified. All requisitioned material shall be marked for delivery with the requisition number and the NRC destination. All bulk material shall be placed on pallets and shrunk wrapped prior to delivery. The Contractor personnel who filled the requisition shall sign his/her name and place his/her security badge number in the "Filled" block on the NRC form 34 and return the form to the Project Officer for scheduling of delivery.

C.2.2 FILLING FURNITURE REQUISITIONS

The Contractor shall fill all furniture requisitions on the NRC form 34 by removing from storage only the quantities and items specified. The Contractor shall open furniture cartons and inspect the contents for damage prior to delivery. All furniture found to be in a damaged condition shall be reported to the Project Officer. All furniture items shall be marked for delivery with the requisition number and NRC destination. The Contractor shall assemble requisitioned furniture at the NRC warehouse prior to delivery (conventional furniture only). The Contractor personnel who filled the requisition shall sign his/her name and place his/her security badge number in the "Filled" block on the NRC 34 and return the form to the Project Officer for scheduling for delivery.

C.2.3 DELIVERING MATERIAL

The Contractor shall deliver material to the requisitioner. Material shall only be delivered to the NRC destination indicated on the requisition NRC form 34. The Contractor shall obtain a receipt signature from the requisitioner or an authorized agency employee for the material delivered. The Contractor personnel who delivered the material shall sign his/her name and security badge number in the "Delivered" block on the NRC form 34 and return the signed copy of the NRC form 34 to the Project Officer.

For xerographic paper deliveries, the Contractor shall receive an inventory log sheet from the Project Officer with the quantities and destinations for the deliveries. The Contractor shall draw the required paper from stocks in supply rooms or reproduction centers located in various NRC buildings. The Contractor shall deliver the paper to copy machine rooms located throughout the NRC buildings.

C.2.4 PICK UP OF MATERIAL FOR RETURN

The Contractor shall pick up material from requisitioners. Material shall only be picked up from the NRC destinations indicated on the requisition, NRC form 34. The Contractor shall obtain a release signature from the requisitioner or an authorized agency employee for the pick up material. The Contractor shall return picked up material to the NRC warehouse. The Contractor personnel who picked up the material shall sign his/her name and security badge number in the "Filled" block on the NRC form 34 and return the signed copy of the NRC form 34 to the Project Officer.

C.2.5 REPLENISHING MATERIAL STOCK

As material is received by the Government into the NRC warehouse, the Project Officer will provide the Contractor with stock replenishment orders on a NRC form 34. The Contractor shall replenish stock levels of supplies and furniture. The Contractor shall break down bulk material from skids and case lots and place

C.2.5 (Continued)

in designated storage areas.

C.2.6 REQUIRED SKILLS AND QUALIFICATIONS OF WAREHOUSE SUPPORT PERSONNEL

The Contractor shall provide one person qualified as a truck driver with the ability to operate a truck of 25,000 pound gross vehicle weight or less. The truck drivers shall possess a valid Class C driver's license or equivalent and shall be able to pass an NRC driving test. The Contractor shall also provide four individuals qualified as warehouse specialists. The warehouse specialists shall be able to read the English language and perform basic mathematical computations sufficient to understand standard quantity measures and fill requisitions to proper quantities. One of the five contractor personnel shall be designated by the Contractor as a working foreman and shall be responsible for supervising the contractor personnel, for on-site communication with the Project Officer concerning work performance, and receiving requisitions from the Project Officer. All warehouse support contractor personnel shall have knowledge of warehousing techniques and principles, and the ability to operate safely material handling equipment including forklifts. Contractor personnel shall also be able to assemble office furniture such as computer workstations, printer stands, tables, and chairs. Contractor personnel shall be qualified and capable of safely operating power and hand tools to perform the furniture assembly task. If any of the contractor personnel fail to report to the job site at the start of work, the Contractor shall provide qualified replacement no later than 9:00am. If qualified replacement does not report by 9:00am, the Government will deduct from the contract price an amount equal to the daily wages of the applicable contractor personnel plus any indirect expense and profit.

C.2.7 REQUIRED ATTIRE FOR WAREHOUSE SUPPORT PERSONNEL

The Contractor shall provide the daily warehouse support personnel distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than ten working days from the date an individual first enters on duty. Contractor personnel shall wear uniforms consisting of shirts (long or short sleeve) and long leg trousers. The shirt shall have the Contractor's company name, easily identifiable, affixed thereon in a permanent manner such as a patch or monogram stitched to the shirt.

C.3 MOVING SERVICES

In response to work orders, the Contractor shall provide all labor, vehicles and material to perform moving and trucking services including those necessary to support the agency consolidation to the Two White Flint North Building. The

C.3 (Continued)

Contractor shall remove, load, transport, unload and set in place furniture and other equipment or material from NRC buildings to the GSA warehouse, the NRC warehouse, or to other NRC office locations within the Metropolitan area. The Contractor shall cooperate with the Project Officer to ensure that the move is properly coordinated and achieved with minimal disruption to normal NRC operations and other move related activities. For each work order, the Contractor shall designate a working foreman who shall be responsible for supervising the contractor personnel and for on-site communication with the Project Officer concerning work performance.

C.3.1 REQUIRED MOVING EQUIPMENT AND PERSONNEL CAPACITY

The Contractor shall have the capability and may be required to furnish work crew(s), one or more simultaneously, with a maximum total of forty material handling laborers, fifteen heavy-truck truck drivers and ten tractor-trailer truck drivers to perform moving services at or between any of the locations prescribed in Section C.4 at any time during the term of the contract. The Contractor shall be able to provide at any one time up to fifteen 24 foot trucks with power lift gates and ten tractor-trailer type trucks equipped with lift gates or ramps. The Contractor shall be able to move up to 250 work stations on any given weekend and remove the excess office furniture from the vacated areas by Friday of the following week in accordance with work orders.

C.3.2 REQUIRED RESPONSE TIME TO MOVING WORK ORDERS

The Contractor shall be required to provide moving work crews, equipment and vehicles up to the maximum levels specified above within 24 hours of receiving the work order for such services when tractor trailer(s) are not required. When moving services involving one or more tractor-trailer(s) are required, the Contractor shall be able to provide work crews, equipment and vehicles up to the maximum levels specified above within 48 hours of receiving the work order for such services.

C.3.3 SPECIAL REQUIREMENT - MOVING LARGE FILING SYSTEMS

In response to work orders, the Contractor shall provide moving services for large filing systems. The Government expects to move approximately 17 separate file collections consisting of books, reports, paper files, microfiche, computer tapes and aperture cards. Each collection varies in size ranging from 7,800 linear feet of paper files, plus 752 linear feet of microfiche and 62 linear feet of aperture cards, to a collection consisting of only 100 combined linear feet. The Contractor shall assemble the needed boxes, mark each box with the appropriate "TO" address and sequence number, remove the material from the filing equipment,

C.3.3 (Continued)

place the material in the appropriate boxes, tape the boxes closed, move the boxes to the new filing location, place the material in the appropriate location, flatten and remove the boxes to an area designated for trash pickup. The Contractor shall ensure that the move and final file arrangements are in accordance with work order diagrams and specifications.

C.3.4 TRASH DISPOSAL

As specified by work orders, the Contractor shall provide for the removal and disposal of trash. The cost of disposing of trash will be reimbursed at actual cost. A copy of the receipt from the trash disposal site must be submitted with the Contractor's invoice for payment.

C.3.5 TEMPORARY STORAGE OF EXCESS FURNITURE

As specified by work orders, the Contractor shall provide trailers for temporary storage of excess furniture. The Government will reimburse the Contractor for the actual cost for the trailers. A copy of the invoice from the source of supply for the trailers must be submitted with the Contractor's invoice for payment.

C.4 SERVICE LOCATIONS

The list of NRC building locations for the contract appears below. The Contracting Officer may provide additions or deletions to this list of building locations. All building locations will be within the greater Washington, D.C. metropolitan area.

East-West Towers Building	4350 East West Highway Bethesda, Maryland
Maryland National Bank Building	7735 Old Georgetown Road Bethesda, Maryland
Nicholson Lane Building North and South	5650 Nicholson Lane Rockville, Maryland
Phillips Building	7920 Norfolk Avenue Bethesda, Maryland
White Flint One and Two Bldgs.	11555 Rockville Pike Rockville, Maryland
Woodmont Building	8129 Woodmont Avenue Bethesda, Maryland
NRC Warehouse	5000 Boiling Brook Pkwy. Rockville, Maryland

C.4 (Continued)

GSA Warehouse

Loisdale Road
Franconia, Virginia

Gelman Building

2120 L Street
Washington, D.C.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

E.3 GOVERNMENT INSPECTION OF WAREHOUSE SERVICES

The Contractor shall accept requisitions from the Government at the start of each work day and again in the afternoon. A requisition tracking sheet will be made by the Government for each day's requisitions. This sheet provides a record and control of the requisitions and is checked after each delivery run is made by the Government to ensure that all requisitions have been completed and returned to the warehouse. The Government will conduct random spot checks on the requisitions to ensure compliance with its specifications.

E.4 GOVERNMENT INSPECTION AND ACCEPTANCE OF PERFORMANCE FOR MOVING WORK ORDERS

The Project Officer will review the arrangement of moved material within two workdays of work order completion. The Project Officer will identify to the Contractor all problems to be resolved. The Contractor shall resolve the problems within two working days of notice. If Contracting Officer determines the Contractor did not perform the moving services in accordance with the work order

E.4 (Continued)

specifications, the Contractor shall resolve the identified problems without additional charge to the Government.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)

The duration of the contract for the warehouse support services and the ordering period for moving services shall commence on the contract effective date and will expire 12 months thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three one-year option periods.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)

The duration of the contract for the warehouse support services and the ordering period for moving services shall commence on the contract effective date and will expire 12 months thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional three one-year option periods.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

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

Name: ____*____

Address: ____*____

Telephone Number: ____*____

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

[End of Clause]

G.2 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:

____*____
____*____

G.2 (Continued)

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

[End of Clause]

G.3 PLACEMENT OF WORK ORDERS

As a minimum, the Contractor shall be able to receive work orders between the hours of 8:00am and 5:00pm Monday through Friday. The Project Officer will submit a written job order form to the Contractor which will identify:

1. Work order number
2. Date of work order
3. Date service is required
4. Date service is to be completed
5. Specific service required
6. Specific service location: from where to where
7. Applicable Pricing Schedule from Section B
8. Required labor categories under pricing schedule and the fixed hourly rate for each labor category
9. Maximum estimated hours for each labor category
10. Total Not-to-Exceed Amount for entire work order
11. Current contract obligation amount.

A copy of a sample work order is attached to this contract. (Refer to Section J.4, "List of Attachments"). This sample may be revised by the Contracting Officer. Orders may be placed telephonically by the Contracting Officer, Project Officer, or authorized representative. Such telephonic orders will be immediately confirmed in a written work order. The Contractor shall not exceed the Not-To-Exceed Amount for the work order without prior authorization and modification of the work order by the Project Officer.

(End of Clause)

G.4 SERVICE TICKETS

The Contractor shall maintain service tickets which will account for all labor incurred for each work order. The service ticket shall reflect all arrival and departure times of each individual assigned to the work order. The Contractor shall provide a copy of the service ticket with the invoice. Refer to Attachment J.1 "Billing Instructions."

(End of Clause)

G.5 GUARANTEED MINIMUM

All orders placed by the Government will contain a minimum of four hours for each individual at the applicable hourly rate as shown in Section B of this contract.

(End of Clause)

G.6 CANCELLATION CHARGES

The Contracting Officer or Project Officer will place any cancellation notice, either orally or in writing to the Contractor between the hours of 8:00am and 5:00pm Monday through Friday except legal holidays. Should the Government cancel on the effective date of order, the Contractor shall make all efforts to reach every person assigned to the work order to cancel the assignment. In the event that the Contractor is unable to reach any person assigned to the cancelled work order and that person arrives at the work destination, the Government shall pay the Contractor the minimum of four hours for each person ordered to arrive at the job destination at the applicable hourly rate as shown in Section B of this contract. Cancellation charges shall not apply for those persons the Contractor was able to reach to cancel the assignment.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

[End of Clause]

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

- (a) The NRC will provide the contractor with the following items for use under Section C.2 of this contract entitled, "Warehouse Support Services."

Vehicles

24 foot box truck, manual transmission, lift gate (1 ea.)
14 Foot box truck, manual transmission, lift gate (1 ea.)
Pick-up truck w/cap, auto transmission (1 ea.)

H.3 (Continued)

Van, extended length, auto transmission (1 ea.)

Industrial equipment

Fork lift, straddle leg, stand-up, electric, 3000 lb. Capacity (2 ea.)

Fork lift, 4 wheel type, sit down, electric, 3000 lb. Capacity (1 ea.)

Pallet jack, electric, walk behind, 4500 lb. Capacity (1 ea.)

Hand operated equipment

Pallet jacks, walk behind (7 ea.)

Two wheeled hand trucks (8 ea.)

Flat bed trucks (8 ea.)

Moving dollies (85 ea.)

Rol-a-lifts (1 pair)

Johnson bars (2 ea.)

Portable conveyor rollers (7 ea. 10 Ft. Sections)

Stevedores (7 ea.)

Loading ramps (3 ea.)

Walk boards (1 ea.)

Moving blankets (30 ea.)

Tools (hand, battery, electric)

Truck cargo tie-down straps (10 ea.)

Steel strap banding machine (1 ea.)

Floor maintenance equipment

Panel carts (4 ea.)

Desk movers (5 ea.)

Tools (Hand, Battery, Electric)

Hand Tools include:

Screwdrivers, pliers, wire cutters, hammers, pry bars, wrenches, socket sets, hacksaws, wood saws, chisels

Battery operated tools include:

Makita drill, Black & Deckers drills, flashlights

Electric tools include:

3/8 inch drills, 1/2 inch drill, 3/8 inch hammer drills, 7-1/4 inch circular saw, 20 gallon vacuum cleaners

- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract.

[End of Clause]

H.4 REQUIRED INSURANCE

The Contractor shall, at his own expense, procure and maintain, during the entire performance period of this contract, the minimum kinds and amounts of insurance required by State and Federal laws. This includes the vehicles, its passengers, contents, and any damage that may occur to persons or property, insuring the

H.4 (Continued)

Contractor against all claims for injury or damage. Such insurance shall be in effect prior to commencing operations under this contract. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required above, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

(End of Clause)

H.5 LIABILITY FOR DAMAGE OR INJURY

The Contractor shall assume responsibility for all damage or injury to persons or property occasioned through use, maintenance, and operation of the Contractor's vehicles or other equipment, including vehicles and equipment furnished to the Contractor by the Government, by the action of the Contractor or the Contractor's employees and agents. The Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of Clause)

H.6 SECURITY

The Project Officer will assist the Contractor in obtaining the appropriate identification badges for contractor personnel in accordance with the Section H clause entitled "Site Access Badge Requirements." The Contractor shall ensure that all its personnel display their badges in plain view while on the job in NRC buildings. All warehouse support contractor personnel must be citizens of the United States. The Contractor shall conform to any security regulations in effect during the period of performance of this contract. The Contractor shall ensure that its personnel do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, reproduction equipment or other government equipment except as specifically authorized by the Project Officer.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	MAR 1986
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.249-6	TERMINATION (COST-REIMBURSEMENT) Alternate IV (APR 1984)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b),

I.2 (Continued)

(d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet). ENTER NONE IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

I.2 (Continued)

- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 3/1/94 through 2/28/95.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 4 hours, 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 40 laborers, 15 heavy truckdrivers, 10 tractortrailer drivers;
 - (2) Any order for a combination of items in excess of 40 laborers, 15 heavy truckdrivers, 10 tractortrailer drivers; or
 - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (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) above.

I.4 (Continued)

- (d) Notwithstanding paragraphs (b) and (c) above, 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 2 days 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.

[End of Clause]

I.5 52.216-21 REQUIREMENTS (APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

I.5 (Continued)

- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days after contract expiration.

[End of Clause]

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period 60 days before contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

[End of Clause]

I.7 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract;

I.7 (Continued)

provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.8 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-10-94-144 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The Facilities Maint Co, hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-10-94-144 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the

I.3 (Continued)

SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.

- (4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

[End of Clause]

I.9 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

I.9 (Continued)

[End of Clause]

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage-Fringe Benefits
Material Handling Laborer	9.81
Warehouse Specialist	10.60
Truckdriver, Tractor-Trailer	12.93
Truckdriver, Heavy Truck	12.19

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	Standard Form 1411 with Instructions
3	Wage Determination
4	Work Order Form