

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
2. CONTRACT NO. NRC-10-94-156	3. EFFECTIVE DATE SEE BLOCK 20C	4. REQUISITION/PROJECT NO. ADM-94-156			
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission MS P-1020 Contract Negotiation Br. 1 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt Contract Admin. Br. 3 Mail Stop P-902 Washington, D.C. 20555			
7. NAME AND ADDRESS OF CONTRACTOR Schindler Elevator Company 12000 Indian Creek Court, Suite C Beltsville, MD 20705 Principal Investigator/Technical Contact: Steve Ryan Telephone No: (301) 419-7700		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		9. DISCOUNT FOR PROMPT PAYMENT N/A			
11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Attn: Facility Management Br. MS P-1102 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, D.C. 20555			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c) [2]					
14. ACCOUNTING AND APPROPRIATION DATA 440-19-614-007 D2482 252A X0200 \$43,743.58					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Schedule					
15C. TOTAL ESTIMATED AMOUNT OF TIME-AND-MATERIALS CONTRACT					\$43,743.58

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

Prescribed by GSA

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X SEC	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 _____ 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)
W. PARKRIDGE
REGIONAL SALES MANAGER

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

19C. DATE SIGNED

20A. NAME OF CONTRACTING OFFICER
ELOIS J. WIGGINS

20B. UNITED STATES OF AMERICA
by Elois J. Wiggins
(Signature of Contracting Officer)

20C. DATE SIGNED
3/10/94

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

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

On-site Elevator Mechanic for the U.S. NRC Two White Flint North Building

[End of Clause]

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

(a) Brief description of work:

The Contractor shall supply personnel and materials for an on-site certified elevator mechanic at the US NRC Two White Flint North (TWFN) building, 11545 Rockville Pike, Rockville, MD. The certified elevator mechanic shall ensure uninterrupted freight elevator services as the U.S. Nuclear Regulatory Commission (NRC) moves into the building.

(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 SUPPLIES/SERVICES

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
1	WORK TO BE PERFORMED DURING *NORMAL WORKING HRS *See Note 1	308	HRS	\$75.35	\$23,207.80
2	WORK TO BE PERFORMED DURING *OUTSIDE NORMAL WORKING HOURS AND HOLIDAYS *See Note 1	46	HRS	\$132.44	\$ 6,092.24
3	MATERIAL (Est. Amt. See Note 2)	1	LOT	\$14,443.54	\$14,443.54

B.3 (Continued)

TOTAL EST. AMOUNT TIME AND MATERIALS \$43,743.58

NOTE 1: Normal Working Hours are 8:00 am to 4:30 pm
Outside Normal Working Hours are 4:30 pm to 8:00 am

NOTE 2: If the elevators are damaged by forces outside the Contractor's control (e.g., acts of God, vandalism), then the Contractor will be reimbursed based on actual costs incurred in accordance with FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I.

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (*see NOTE)
(JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$43,743.58. 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.
- (b) The amount presently obligated with respect to this contract is \$43,743.58. 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 a 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.

*NOTE: NRC Form 104, *Blanket Purchase Agreement (BPA) Ordering/Receiving Report is to be used to order all services. Therefore, the term "Delivery Order" used throughout this contract shall be synonymous with NRC Form 104.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 Background

The U.S. Nuclear Regulatory Commission (NRC) is preparing to occupy the Two White Flint North building (TWFN), 11545 Rockville Pike. This will result in a total consolidation of the Headquarters office and the release of six(6) buildings leased by the General Services Administration and occupied by NRC.

Currently, the NRC is experiencing elevator shutdowns which halt deliveries to the building. Deliveries are now delayed until a Schindler elevator mechanic arrives to restart the elevators. This delay can often take hours and is extremely disruptive to the tight installation schedule. Any disruption to the installation schedule would have a harmful impact on the Agency. Our mission to protect the health and safety of the general public would be severely damaged should NRC employees not be able to move into the new building as scheduled.

C.1.2 Scope

The Contractor shall supply personnel and materials for an on-site certified elevator mechanic at the U.S. NRC TWFN building. The certified elevator mechanic shall ensure uninterrupted freight elevator services as the NRC moves into the building. The NRC estimates that this move will be completed in six months.

C.1.3 Contractor's Responsibilities

C.1.3.1 Responsibilities during delivery of furniture to TWFN

During delivery of furniture, equipment, and supplies the certified mechanic shall be physically located in the cab of the freight elevator and serve as an operator while material is being delivered to the floors. The mechanic's primary responsibility shall be to ensure that the freight elevator remains in operation. The mechanic shall ensure that the material is properly placed in the freight elevator to avoid an improper distribution of weight and elevator shutdown, and that the door sill remains clean and free of dirt and debris, and that all other systems within the freight elevator operational. When not required to be in the freight elevator, the mechanic shall check all hoistway and component systems and make adjustments, repair, and perform services as required. If there is a shutdown of the freight elevator for any reason, the mechanic shall immediately take appropriate action to put the elevator back into service.

C.1 (Continued)

C.1.3.2 Responsibilities during delivery of NRC employee materials

As NRC employee materials are moved into the building, the certified mechanic shall be on-site to immediately respond to an elevator shutdown and shall take appropriate action to put the elevator back into service.

C.1.3.3 Other responsibilities during the NRC move

While the certified mechanic is on-site, he shall also respond to shutdowns of any of the eight (8) Schindler high speed elevators in the building (e.g., elevator shutdown due to activation of the fire alarm system) and take appropriate action to immediately put the elevator(s) back into service.

C.1.4 NRC Responsibilities

C.1.4.1 NRC-provided schedules

The NRC Project Officer, or his authorized representatives (ref. Article G.2 Ordering Procedures) shall provide the Contractor with schedules for all the requirements referenced above at a minimum of 24 hours to a maximum of a week in advance of the NRC's need for such services.

C.1.4.2 NRC ordering procedures

In addition to the NRC Contract Administrator, and Project Officer, the individuals listed in Article G.2 are authorized to request services under this contract. All requested services shall be ordered on NRC form 104 "Blanket Purchase Agreement (PBA), Ordering/Receiving Report" shown as attachment 3 to Section J of this contract. Each request will constitute a "call" and will have an associated "call number". Each "call" will clearly establish the dates and times when a certified mechanic is required on-site. When billing for services, the Contractor shall reference each "call number" for which he is billing.

C.1.5 Modifications/Changes

The NRC may wish to modify this contract to increase the number of estimated hours for this contract should the delivery/move schedule be delayed due to circumstances beyond the NRC's control, or to modify the Statement of Work. All changes shall be made in accordance with Article I.5, Changes - Time and Materials or Labor Hours which is printed in full text.

C.1 (Continued)

[End of Clause]

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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

[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]

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 R 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 1 (JUN 1988)

The ordering period for this contract shall commence on the effective date of contract award (see Block 20C of SF 26) and will expire on 7/31/94. 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).

[End of Clause]

F.3 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

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 the period of performance of this contract.

(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: Louis Fisher

Address: U.S. Nuclear Regulatory Commission
Facilities Management Br. (MS P-1102)
Washington, D.C. 20555

Telephone Number: (301) 492-7227

- (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]

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 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE
PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.3 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.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[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
52.209-6	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
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.217-2	CANCELLATION OF ITEMS	APR 1984
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
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	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
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
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
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.227-1	AUTHORIZATION AND CONSENT	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 Alternate I (DEC 1991)	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	APR 1991
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
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 52.216-18 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 date of contract award (see Block 20C of SF 26) through 7/31/94.
- (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.3 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 N/A, 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 N/A;
 - (2) Any order for a combination of items in excess of N/A; 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.
- (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 N/A 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.4 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE I
(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

I.4 (Continued)

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) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (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.
- (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 the contract expiration date.

[End of Clause]

I.5 52.243-3 CHANGES--TIME-AND-MATERIALS OR
LABOR-HOURS (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.

I.5 (Continued)

- (3) Place of delivery.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[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	Wage Determination
3	(Wage Determination to be attached when it is received from the Dept. of Labor)
4	NRC Form 104 BPA Agreement, Ordering/ Receiving Report

12/17/91

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the US Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

US Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, DC 20555

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location.

US Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or 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 strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number
2. Sequential voucher/invoice number
3. Date of voucher/invoice
4. Project Officer's name and mail stop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attached prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. 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 US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

**BLANKET PURCHASE AGREEMENT (BPA)
ORDERING/RECEIVING REPORT**

A. CALL INFORMATION

Supplier
Schindler Elevator Company
12000 Indian Creek Court, Ste C
Beltsville, MD 20705

AUTHORIZATION INFORMATION		ACCOUNTING DATA			FINAL DELIVERY POINT	
ALLOTMENT NUMBER	ISSR NUMBER	JOB CODE	SOC CODE		NAME OF CONSIGNEE	
X0200	440-19-614-007	02482	252A			
					IS RETAIL DELIVERY POINT NRC WAREHOUSE?	YES NO

CALL NUMBER	ITEM NUMBER	AUTHORIZATION DOCUMENT NUMBER	DESCRIPTION OF PURCHASE(S) <i>(include manuf. firm name and part number, as appropriate)</i>	QTY	UNIT	UNIT PRICE	AMOUNT
	B						
	C						
	D						
	E						
	F						
	G						

SIGNATURE - NRC ORDERING OFFICIAL _____ DATE _____

TOTAL FOR THIS CALL

B. RECEIVING REPORT

VARIANCE IN ORDER INFORMATION

RECEIVED BY (Signature) _____

OFFICE/DIVISION/BRANCH _____ TELEPHONE (include Area Code) _____

PREVIOUS BPA BALANCE _____ REVISED BPA BALANCE _____

C. AMENDMENT INFORMATION

CALL NUMBER _____

DATE _____

DESCRIPTION _____

SUPPLEMENT

NUCLEAR REGULATORY COMMISSION

CONTRACT NO. NRC-10-94-156

1. Contractor shall not be liable in any event for special, indirect, consequential, or liquidated damages for default or delay.