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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER ADM-97-148		PAGE OF PAGES 1 19					
2. CONTRACT NUMBER NRC-10-97-148		3. AWARD/EFF. DATE 09/01/97		4. ORDER NUMBER		5. SOLICITATION NUMBER ADM-97-148		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL		a. NAME Donald A. King			b. TELEPHONE NUMBER (No Collect Calls) (301) 415-6731		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch No. 2 Mail Stop T7-12 Washington, DC 20555-0001		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV. BUSINESSES <input type="checkbox"/> 8(A) SIC: 4111 FSC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO U. S. Nuclear Regulatory Commission Admin. Service Center, Rm OWM-2B2 11555 Rockville Pike Rockville, MD 20852				CODE 0		16. ADMINISTERED BY CODE 0 Division of Accounting and Finance Office of the Controller T-9 E2 U.S. Nuclear Regulatory Commission Washington, DC 20555-0001					
17a. CONTRACTOR/OFFEROR Washington Metro Area Transit Auth. Attn: Terry M. Lewis, Sales Branch 600 Fifth Street, NW Washington, DC 20001				CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE 0			
TELEPHONE NO. (202) 962-2744						18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
001		Notice: This is a commercial item, simplified acquisition, supplies. (See section A1 for description)									
		9707280062 970715 PDR CONTR NRC-10-97-148 PDR									
(Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA B&R: 74015-322032, BOC: 1250 Amount Obligated \$110,000 JOB CODE: 02326, APPN NO. X0200						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$355,000					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE written OFFER DATED 4/28/97 YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: see schedule					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) F.X. Watson Dir of Proc				30c. DATE SIGNED 7/15/97		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Elois J. Wiggins Joyce A. Fields				31c. DATE SIGNED 7/10/97	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE 290001		42a. RECEIVED BY (Print)		40. PAID BY	
						42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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## ADDENDA

### CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

#### A.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS

##### A.1.1 PROJECT TITLE

The title of this project is as follows:

Purchase of Public Transit Fare Media

##### A.1.2 BRIEF DESCRIPTION OF WORK

###### a. Brief description of work:

The purpose of this contract is to provide NRC with a means by which it can obtain public transit fare media for resale to its employees at discounts.

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

##### A.1.3 SCHEDULE

Upon receipt of a work order by the NRC Project Officer, the Contractor shall provide Metrocheks on a monthly basis in accordance with Section A.2, "Description/Specifications/Work Statement" for a three-year period of performance at the rates as set forth below. Actual employee usage will vary based upon employee applications.

FIRST YEAR:	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001-(9/1/97 - 8/31/98) Furnish Metrocheks (Estimated 500 per mo.)	5,238	EA	\$21.00	\$110,000

A.1.3 (Continued)

SECOND YEAR:	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002-(9/1/98 - 8/31/99) Furnish Metrocheks (Estimated 500 per mo.)	5,952	EA	\$_21.00	\$125,000

THIRD YEAR:	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003-(9/1/99 - 8/31/2000) Furnish Metrocheks (Estimated 500 per mo.)	5,952	EA	\$_21.00	\$125,000

TOTAL AMOUNT FOR BASE PERIOD: \$355,000

FIRST OPTION YEAR:	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004-(9/1/2000 - 8/31/2001) Furnish Metrocheks (Estimated 500 per mo.)	5,952	EA	\$_21.00	\$125,000

SECOND OPTION YEAR:	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004-(9/1/2001 - 8/31/2002) Furnish Metrocheks (Estimated 500 per mo.)	5,952	EA	\$_21.00	\$125,000

TOTAL AMOUNT FOR OPTION PERIODS 1 AND 2: \$252,000

TOTAL AMOUNT FOR FIRST, SECOND, THIRD, FOURTH,  
AND FIFTH YEARS: \$610,000

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A.2 STATEMENT OF WORK

A.2.1 PURCHASE DESCRIPTION

The Contractor shall provide Metrocheks to be used in support of the Transit Benefit Program established by the Nuclear Regulatory Commission (NRC).

A.2.2 BACKGROUND

The Nuclear Regulatory Commission has a policy aimed at encouraging the use of public transportation. In order to increase ridership on public transportation, NRC has decided to offer transit benefits to its employees. Federal agency participation in specific transit benefit programs is authorized by Section 629 of P.L. 103-172.

A transit benefit program can only be successful if it truly results in increased use of public transportation. Thus, the benefit provided needs to be issued in the form of a ticket, voucher, or fare media other than cash. The Washington Metropolitan Area Transit Authority (WMATA) has a fare media program which is participated in by virtually all transportation providers in the Washington, D.C. area. WMATA issues "metrocheks" which may be purchased directly from WMATA and subsequently exchanged for fare by participating providers.

The NRC wishes to use the Metrochek program to continue its employee transit benefit program. Thus, the purpose of this contract is to obtain "metrocheks" as the fare media for continuation of the NRC employee transit benefit program.

A.2.3 REQUIREMENTS

NRC requires fare media for use by NRC personnel on public transportation in the Washington Metropolitan area. The fare media shall consist of non-time-sensitive Metrorail farecards which may be used to acquire the actual fare media necessary for the employees' means of commuting from any participating public transportation organization. The fare media shall be new and of the best grade for the purpose intended. The farecards shall be free from defects and

fully operational upon receipt by NRC. The value of the farecard shall include the bonus offered to the general public for comparable quantities under similar terms and conditions.

#### A.2.4 INVOICE SUBMITTALS

The invoices must reference the same order number submitted by the NRC on the WMATA invoice and attach a copy of the NRC's Standard Form 103. Failure to follow these instructions will result in delay of payment.

[End of Clause]



## CONTRACT CLAUSES

### B.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1997)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly

B.1 (Continued)

give written notice to the Contracting Officer of the cessation of such occurrence.

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by



B.1 (Continued)

an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.202.33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

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

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances

B.1 (Continued)

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

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

[End of Clause]

B.1 (Continued)

52.216-2	ECONOMIC PRICE ADJUSTMENT	JAN 1997
	- STANDARD SUPPLIES	
52.247-34	F.O.B. DESTINATION	NOV 1991

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS  
(JUN 1988)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$355,000.00. 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 \$110,000.00. 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.

[End of Clause]

B.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 1997 through August 31, 2000.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

**B.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 metrocheks per month, 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 500 metrocheks per month;
  - (2) Any order for a combination of items in excess of 500 metrocheks per month; or
  - (3) A series of orders from the same ordering office within seven (7) 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 three (3) 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]

**B.5 52.216-21 REQUIREMENTS (OCT 1995) 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

**B.5 (Continued)**

orders issued in accordance with the Ordering clause. Subject to any limitations in the 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) 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 30 days after contract expiration.

[End of Clause]

**B.6 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:

Bonita Gray (301) 415-2074, Donlin Queen (301) 415-2266  
Dennis Tarner (301) 415-2283



**B.6 (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]

**B.7 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 ; 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 5 years.

[End of Clause]

**B.8 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]

**B.9 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]

**B.10 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT**

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH)



**B.10 (Continued)**

electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section C. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

**B.11 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: A. Renea Bailey

Address: U. S. Nuclear Regulatory Commission  
Administrative Service Center, Room O-2B2  
11555 Rockville Pike  
Rockville, MD 20852

Telephone Number: (301) 415-2265

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.

B.11 ,Continued)

- (2) Inspect and accept products/services provided under the contract.
  - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

B.12 Placement of Orders

Orders will be placed by facsimile transmission to WMATA signed by an by an authorized individual. WMATA will:

- verify that the order was signed by a NRC person to place orders under this contract;
- sign the order to acknowledge receipt;
- return a copy of the facsimile order to the NRC by mail, facsimile, or in person.

The WMATA shall furnish Metrocheks to the NRC within 5 days after receiving the order.

B.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755); and
  - (2) 52.233-3, Protest After Award (31 U.S.C 3553).

B.13 (Continued)

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- XX (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- XX (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));
- (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- XX (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- XX (6) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- XX (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- XX (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) Reserved.
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).

— (15) (i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

— (ii) Alternate I of 52.225-21.

— (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

— (17) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

— (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
  - (3) 52.222-46, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	Form SF 3881



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 U.S. 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:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

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:

U.S. 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.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 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 strike-overs). 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. 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.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach 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 U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

## PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

### PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is required under the provision of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

### COMPANY INFORMATION

NAME		TAX ID#
ADDRESS		
CONTACT PERSON NAME		TELEPHONE NUMBER (     )

### AGENCY INFORMATION

NAME		ALC: 31000001
ADDRESS		
WASHINGTON, DC 20555		
CONTACT PERSON NAME		TELEPHONE NUMBER ( 301 ) 415-7520
CAROLYN L. BERRY		

### FINANCIAL INSTITUTION INFORMATION

NAME	
ADDRESS	
ACH COORDINATOR NAME	TELEPHONE NUMBER (     )
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
SIGNATURE AND TITLE OF REPRESENTATIVE	TELEPHONE NUMBER (     )