

BLANKET PURCHASE AGREEMENT
NRC-HQ-11-A-09-0022

BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and
SIRVA RELOCATION, LLC enter into an agreement to facilitate the acquisition
of Employee Home Relocation Services from the General Service Administration
(GSA) Federal Supply Schedule (FSS) Contract(s) GS-33F-0015W

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

Contracting Officer

DATE

Contractor Authorized Representative

DATE

Title

SIRVA RELOCATION, LLC

Company Name

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SECTION A - GENERAL TERMS

A.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Nuclear Regulatory Commission NRC and SIRVA RELOCATION, LLC hereby enter into a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS-33F-0015W. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 09-12-2012 or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

A.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS-33F-0015W, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Nuclear Regulatory Commission:

Terms and conditions contained within this document and accompanying attachments along with the terms, conditions, and Statement of Work of GSA Contract # GS-33F-0015W.

A.3 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between SIRVA RELOCATION, LLC and the Nuclear Regulatory Commission under the following terms and conditions incorporated in this BPA and GSA Federal Supply Schedule contract:

Primary Point of Contact:

Gillian Cox

Phone: (216) 606-7848

Email: Gillian.Cox@sirva.com

SIRVA RELOCATION, LLC
6200 OAK TREE BLVD STE 300
INDEPENDENCE
OH 44131-6934

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Alternate Point of Contact:

Jeffrey Belsito

Phone: (216) 606-4264

Email: Jeffrey.Belsito@sirva.com

SIRVA RELOCATION, LLC
6200 OAK TREE BLVD STE 300
INDEPENDENCE
OH 44131-6934

DUNS NUMBER: 053038584

Cognizant NRC Office:

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Sharon M. Lim - Contracting Officer
Mail Stop: TWB-01-B10M
Washington, DC 20555

DUNS NO.	053038584
NAICS	531390
RFP NO.	CFO-11-036
ESTIMATED CEILING AMOUNT	\$14,150,925.00
OBLIGATED AMOUNT	N/A – FUNDING OBLIGATED TO INDIVIDUAL CALLS / ORDERS
COMMITMENT NO.	N/A
B&R	2011-70-51-X-368
JOB CODE	B1444
BOC	252A
APPROPRIATION NO.	31X0200

A.4 PRICING

Contract services as listed in Attachment Two, with associated pricing, can be ordered under this BPA. The Contractor shall be allowed to vary within the categories for successful and efficient task completion not to exceed funded values of each order awarded under this agreement. As proposed, the Contractor will apply applicable extended/tier pricing to all categories used in the performance of orders issued under this Agreement. All Calls/Orders placed against this BPA are subject to the terms and conditions of the referenced BPA and this Agreement.

A.5 GENERAL SERVICES ORDERS

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a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Work (SOW) within the terms specified and at the price(s) stated.

A.6 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$1,000,000.00/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at \$14,150,925.00 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with order Limit increases or other conditions which, by mutual agreement of the parties, may be considered necessary. Authorization for individual Orders above the stated Order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

A.7 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.8 PERIOD OF PERFORMANCE

The period of performance for this BPA September 13, 2011 through September 12, 2012 with four twelve-month option periods.

A.9 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Calls:

NRC authorizes the following entities to place calls:

Sharon M. Lim
Contracting Officer
(301) 492-3624

Sheila Bumpass
Branch Chief, Research, Resources and Grants Branch
(301) 492-3484

The Contractor shall accept calls against this BPA from a Contracting Officer listed above, and the Government will be obligated only to the extent of such orders.

The NRC Project Officer or alternate shall provide the Contractor with written confirmation of the call sheet of the work / services to be performed when placing call against this BPA.

John Walker (Project Officer)
(301) 415-7575

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A.10 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Order will describe the tasks, services and deliverables required. Such orders are hereinafter referred to as calls. Each call placed will be assigned a unique and sequential call number.

The Government is obligated only to the extent of authorized calls made under this BPA and the associated GSA Contract under which the BPA was awarded under the terms and conditions specified herein. The aggregate amount of calls under this BPA may not exceed \$14,150,925.00.

A.11 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Sharon M. Lim

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

Phone: (301) 492-3624
Email: Sharon.lim@nrc.gov

The Primary Contracting Officer's Technical Representative (COTR) for projects under this Agreement is:

John Walker

U. S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Mail Stop – TWFN 9E2
Washington, D. C. 20555-0001

Phone: (301) 415-7575
Email: john.walker@nrc.gov

A.12 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

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(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

A.13 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

A.14 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

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(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

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(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

A.15 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

John Walker

U. S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Mail Stop – TWFN 9E2
Washington, D. C. 20555-0001

Phone: (301) 415-7575

Email: john.walker@nrc.gov

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

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

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

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

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

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

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

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

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

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

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(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions

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

A.16 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.17 PROHIBITED ACTIVITIES

The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for services, whether to be acquired by future orders under the program/GSA Federal Supply Services Schedule, or by any other contract action at Nuclear Regulatory Commission;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of -like services;

(d) preparation of documentation for future orders for services.

A.18 INVOICES

An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all calls completed during the billing period and for which payment has not been received. The invoice shall list the BPA number, the call number, the employee name, the address of the property associated with the call number, the type of sale, and the associated fee percentage for each call being billed. Verifying data to support each call billed on the invoice shall be submitted along with the invoice. Invoices shall be submitted in accordance with the billing instructions contained in Attachment Three to this document.

A.19 PRECEDENCE

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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A.20 FSS-BPA CLAUSE CONTENT

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule Contract # GS-33F-0015W.

A.21 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.22 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.23 FSS INTRODUCTORY LANGUAGE

All clauses and provisions from the Federal Acquisition Regulation (FAR) and General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Schedule Contract # GS-33F-0015W, are hereby incorporated by reference.

The full text of any FAR and GSA clauses which are incorporated by reference may be obtained at the following URLs:

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FAR: www.acquisition.gov/far

GSAM: <http://www.acquisition.gov/GSAM/gsam.html>

A.24 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.25 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.26 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

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A.27 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

A.28 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

A.29 PLACE OF DELIVERY-- REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 electronic copy)

John Walker

U. S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Mail Stop – TWFN 9E2
Washington, D. C. 20555-0001

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Phone: (301) 415-7575
Email: john.walker@nrc.gov

(b) Contracting Officer (1 electronic copy)

A.30 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

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(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

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(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

A.31 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared on the annual anniversary of the contract award date. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

A.32 DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer.

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A.33 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the contract expiration date.

A.34 CANCELLATION OF CALLS

The Government reserves the right to cancel an employee's relocation and the associated call. No fees will be paid to the Contractor for such cancellation. If the employee's relocation is cancelled, direct costs incurred by the Contractor pursuant to this BPA that are reimbursable under the Federal Travel Regulation will be paid by the Government up to \$5,000 with supporting documentation that substantiates the expense. Upon notification by the Government of such cancellation, the Contractor may bill for interest charged in accordance with the Prompt Payment Act as allowed for late payments by the Government, if applicable.

A.35 LIST OF ATTACHMENTS

Attachment One – Statement of Work
Attachment Two – Pricing / Fee Schedule
Attachment Three – Billing Instructions
Attachment Four – Security Plan

**STATEMENT OF WORK
FOR EMPLOYEE RELOCATION,
GSA FEDERAL SUPPLY SCHEDULE 48 – EMPLOYEE RELOCATION SERVICES
SIN 653-1 - Employee Relocation Services – Home Sales Services**

Objective/Scope: The purpose of this requirement is to obtain Employee Relocation Services for employees of the Nuclear Regulatory Commission (NRC) being transferred in the interest of the Government.

The Contractor shall have qualified relocation personnel to provide pre-transfer counseling that shall include: review of the relocation program guidelines, discussion of eligibility requirements, identification of a departure and/or destination area real-estate associate and responding to any general relocation questions.

The Contractor shall have sufficient staff to handle approximately 40-60 relocations per year. Price range of homes varies from \$100,000 - \$1,500,000 but is not limited to this range.

Background: One of the benefits NRC has offered to employees changing duty stations has been relocation services. These services include Contractor assistance in the marketing of an employee's home or the direct purchase of the home based on appraised or fair market value. Additional services available under the relocation program include home marketing assistance, buyer's assistance, and mortgage counseling.

One of the significant benefits of the program is allowing relocating employees the option of completing a sale even in a distressed market. The NRC Resident Inspector program stipulates that resident inspectors cannot work for more than seven years at any one nuclear power plant. Employees in the NRC Resident Inspector program are able to relocate knowing that the NRC supports every move by providing Relocation Service benefits.

The agency offers relocating employees services relating to:

Home Sale: **Appraised Value Sale** - the home appraisal leads to a guaranteed offer. Employees must market their home for 60 days prior to entering the home sale program unless an exception has been approved by the project manager. In addition, only transferring NRC employees are eligible for the home sale program unless a waiver is granted by NRC senior managers and the NRC project manager. Offers are provided based on Fair Market Value. "Fair Market Value" is based on a 120 day sale period for appraisal purposes.

Amended Value Sale - A valid offer from a qualified outside buyer leads to the Contractor purchasing the home from the employee and closing with that buyer. The Contractor amends their offer to purchase the employee's residence to match the price offered by the qualified outside buyer.

Amend from Zero Sale - Identical to "Amended Value Sale" except that the sale to a qualified buyer is accomplished without the need for appraisals to be arranged by the Contractor.

Specific Requirements**A. Agency Responsibilities:**

The NRC Relocation Services Coordinator will request initiation of employees into the program via an order sent by fax or e-mail. The order will include information about the employee and property as well as pertinent move information so that the Contractor can assign a counselor.

B. Contractor Responsibilities:

The Contractor, upon receipt of the order, shall: assign a Relocation Specialist Counselor, send applicable information to the employee and coordinate the appraisal process. The relocation company shall immediately inform the agency Relocation Services Coordinator via email of any potential problems and provide suggestions for resolution. The Contractor shall provide monthly reports in accordance with the GSA Federal Supply Schedule (FSS) contract reporting requirements on the status of all orders placed. The Contractor shall comply with performance and timeliness requirements as stated in their GSA FSS contract.

Description of Work:

The Nuclear Regulatory Commission (NRC) will follow the terms and conditions of the GSA master contract for Employee Relocation Services. NRC specifically requires that the Contractor provide the following relocation services as indicated under SIN 653-1 of the GSA master contract:

1. Home Sales Services with pricing Option 1: Full Choice Guaranteed Buyout with Mortgage Payoff.
2. Home Marketing Assistance (no cost service)
3. Buyer's Assistance (no cost service)
4. Mortgage Counseling (no cost service)

These services comprise the "relocation package" being procured. Relocation services shall be made available to employees designated as eligible by the NRC. Determination of an employee's eligibility to participate in the program is solely the responsibility of NRC and shall not be subject to dispute.

Eligible employees may use any or all of these services or seek service from other sources (such as brokers in the new location) as they desire. Employees whose residences are ineligible for home sale services and employees who do not have a residence to sell are eligible for all other services under this contract.

The Contractor shall:

- Comply with the SOW requirements of the GSA Master Contract

- Provide a list of relocation services that are available at no charge to the Government.
- Have qualified relocation personnel to provide pre-transfer counseling that shall include: review of the relocation program guidelines, discussion of eligibility requirements, identification of a departure and/or destination area real-estate associate and responding to any general relocation questions.
- Have sufficient staff to handle approximately 25 relocations during a six-month period.
- Have the capacity to manage multiple orders simultaneously.
- Have the capacity to provide services simultaneously to multiple geographic locations within the 48 continental United States.
- Provide prompt (within 48 hours) responses to employee service requests and questions related to the Home Sale Program.
- Provide prompt (within 48 hours) notification to the NRC Relocation Services Coordinator of issues and problems related to the Home Sale Program.

Reports


The Contractor shall submit a monthly report to the NRC Relocation Services Coordinator via email by the last business day of each month.

Note:

The terms of this SOW amplify and are consistent with the terms in the GSA Federal Supply Schedule 48 SOW applicable to SINs 653-1, 653-4, and 653-5 – Employee Relocation Services. In addition, the terms of the GSA Federal Supply Schedule 48 are hereby incorporated into this SOW by reference.


PRICING / FEE SCHEDULE**Base Period: September 13, 2011 through September 12, 2012**

Home Value Range of \$100,000 or above:

<u>CLIN</u>	<u>Type of Sale</u>	<u>Fee</u>
0001	Amended Value Sale	
0002	Amended from Zero Sale	
0003	Appraised Value Sale	


Option Period One: September 13, 2012 through September 12, 2013

Home Value Range of \$100,000 or above:

<u>CLIN</u>	<u>Type of Sale</u>	<u>Fee</u>
1001	Amended Value Sale	
1002	Amended from Zero Sale	
1003	Appraised Value Sale	


Option Period Two: September 13, 2013 through September 12, 2014

Home Value Range of \$100,000 or above:

<u>CLIN</u>	<u>Type of Sale</u>	<u>Fee</u>
2001	Amended Value Sale	
2002	Amended from Zero Sale	
2003	Appraised Value Sale	




Option Period Three: September 13, 2014 through September 12, 2015

Home Value Range of \$100,000 or above:

<u>CLIN</u>	<u>Type of Sale</u>	<u>Fee</u>
3001	Amended Value Sale	
3002	Amended from Zero Sale	
3003	Appraised Value Sale	

PRICING SCHEDULE (CONT.)**Option Period Four: September 13, 2015 through September 12, 2016**

Home Value Range of \$100,000 or above:

<u>CLIN</u>	<u>Type of Sale</u>	<u>Fee</u>
4001	Amended Value Sale	
4002	Amended from Zero Sale	
4003	Appraised Value Sale	

Note: The services listed below shall be provided by the Contractor for the Base Period and all Option Periods at no additional cost to the Government.

- Destination Area Services – As indicated in the GSA SOW for SIN 653-1
- Reports
- Home Marketing Assistance

BILLING INSTRUCTIONS

General: During performance and through final payment of this BPA, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE AS IMPROPER.

Standard Forms: Reimbursement requests shall be submitted on the payee's letterhead or invoice document.

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments@NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

Agency Payment Office: Payment will be made by the Department of the Interior, National Business Center located at the above address.

Frequency: The contractor shall submit requests for reimbursement upon completion or cancellation of each call, unless otherwise authorized by the Contracting Officer.

Format: Invoices shall be submitted in a format that addresses all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice are included in this document.

Billing of Costs after Expiration of BPA: If costs are incurred during the BPA period and invoiced after the BPA has expired, the contractor shall cite the period during which these costs were incurred. To be considered a proper expiration invoice, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers shall be expressed in U.S. Dollars.

BILLING INSTRUCTIONS**INVOICE REQUIREMENTS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL****1. Official Agency Billing Office**

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the BPA and its correct address. If the Payee assigns the proceeds of this BPA as provided for in the assignment of claims terms of this BPA, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this BPA. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. BPA Number. Insert the NRC BPA number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Government-wide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. BPA Number and Call Number. Insert the BPA number and call number on each invoice. **Do not include more than one call number per invoice or the invoice may be rejected as improper.**
- e. Invoice Number. The appropriate sequential number of the invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice. Insert the date the invoice is prepared.
- g. Description of Deliverables. Provide the information required in accordance with the invoice clause of this document (See Clause A.18 Invoices on Page 10 of the BPA).

BILLING INSTRUCTIONS

- h. Work Completed. Provide a copy of the fully executed sales contract for the call this is being billed including the property address and the sale price of the property.
- i. Fee. Cite the appropriate fee percentage from the BPA based on the applicable CLIN. Costs will be reimbursed as indicated in the BPA. Cite the formula or method of computation. Include this information as it applies to each call number.
- j. Total Amount Billed. Insert column for total amount for the current period.
- k. Adjustments. Insert columns for any adjustments, including outstanding suspensions for the current or cumulative periods, if applicable.
- l. Grand Totals. Indicate the grand total billed at the bottom of the invoice.