

**ORD FOR SUPPLIES OR SERVICES**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER <b>4/08/05</b>		2. CONTRACT NO. (If any) GS23F9762H		6. SHIP TO:	
ORDER NO. OR-09-05-0300	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. RQCF05300		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn. Mr. James Janis	

ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mr. Michael Mills Mail Stop T-7-I-2 Washington, DC 20555			b. STREET ADDRESS Mail Stop T-9E30	
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	

7. TO:		i. SHIP VIA			
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NAME OF CONTRACTOR  PENDANT MOBILITY SERVICES CORPORATION  7700 WISCONSIN AVE STE 1000  BETHESDA MD 208144358		8. TYPE OF ORDER  <input type="checkbox"/> a. PURCHASE ORDER Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
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9. ACCOUNTING AND APPROPRIATION DATA 5-70-15-5H4-368, B1444, 252A, 31X0200		\$1,285,000.00	10. REQUISITIONING OFFICE CFO  OCFO/DFS/PPOT		
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED		

12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE April 8, 2005	16. DISCOUNT TERMS Net 30	
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13. PLACE OF		FOR INFORMATION CALL: (No collect calls)			
a. INSPECTION	b. ACCEPTANCE	Michael Mills 301-415-6550			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This Blanket Purchase Agreement is subject to the terms and conditions set forth under the GSA Federal Supply Schedule in accordance with the attached Statement of Work and fee schedule.</p> <p>Period of Performance: April 8, 2005 through September 30, 2007, with one (1) option period effective October 1, 2007 through January 7, 2009</p> <p>Fee Schedule Year 1: Appraised Value Sales: 18.55%, Amend Value Sales: 11.25% Amended to Zero Value Sales: 10.25%</p> <p>Fee Schedule Year 2: Appraised Value Sales: 18.75%, Amend Value Sales: 11.25% Amended to Zero Value Sales: 10.25%</p>					
				See CONTINUATION Page		
				Accepted		5/20/05 Date

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL	
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts							
b. STREET ADDRESS (or P.O. Box) Mail Stop T-7-I-2 See Attached Billing Instructions)							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		0.00		17(h) TOTAL (Cont. pages)
						17(i). GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Sharon D. Stewart <i>Sharon D. Stewart</i> TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
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DATE OF ORDER	CONTRACT NO. GS23F9762H	ORDER NO. DR-09-05-0300
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Fee Schedule Year 3: (actual period is 9 months) Appraised Value Sales: 18.75%, Amend Value Sales: 11.25%</p> <p>Amended to Zero Value Sales: 10.25%</p> <p>There is no charge for the following services:</p> <ol style="list-style-type: none"> <li>1. Home Marketing Assistance</li> <li>2. Home Finding Assistance: (a) Renter assistance (b) Buyer Assistance (c) Mortgage Counseling</li> <li>3. Other Related Services: to include management reports, data communications capabilities, Preparation and distribution of program materials and correspondence.</li> </ol> <p>Attachments:</p> <p>Attachment A - Statement of Work Attachment B - BPA Ordering Terms and Conditions Attachment C - Term of BPA and Option to Extend the Term of the Contract (March 2000) Attachment D - Billing Instructions for Fixed Price Price Contracts (October 2003)</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))



## TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

### A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20 A.2 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

### A.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## Attachment A

### Statement of Work for Relocation Services

**Objective/Scope:** This 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 will review the relocation program guidelines, discuss eligibility requirements, locate a departure and/or destination area real-estate associate and to answer general relocation questions.

The contractor shall have sufficient staff to handle approximately 30-50 relocations per year. Price range of homes varies from \$200,000 - \$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 buyers assistance and mortgage counseling.

One of the significant benefits of the program is those relocating employees will always have the option of completing a sale even in a distressed market. The Resident Inspector program stipulates that resident inspectors cannot work for more than seven years at any one nuclear power plant. Employees in the 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 market their home according to agency guidelines. Offers are provided based on Fair Market Value. "Fair Market Value" is based on a 120-180 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 fax, internet, or e-mail. The order will include information about the employee 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 information to the employee and coordinate the appraisal process. The relocation company shall keep the agency Relocation Services Coordinator aware of potential problems and provide suggestions for resolution. The relocation company shall provide monthly on the status of all orders placed. The contractor shall comply with performance and timeliness requirements as stated in their GSA Federal Supply Schedule contract.

## Description of Work

The Nuclear Regulatory Commission (NRC) requires the following relocation services:

1. Home Marketing Assistance - to include providing real estate advice to the transferee, developing a marketing strategy, and recommending repairs or improvements.
2. Home Sale Service - to include the guaranteed purchase of an employee's residence and to include Destination Area Services. Destination Area Services includes Buyers Assistance, Rental Assistance, and Mortgage Counseling.
3. ~~Property Management Services - to include assisting a transferee in retaining and renting the home at the old official station.~~
- 3.4. Other Related Services - to include Management Reports, Data Communications Capabilities, Preparation and Distribution of Program Materials and Correspondence.

These services comprise the "relocation package" being procured. Relocation services shall be made available to employees designated as eligible by the Nuclear Regulatory Commission. 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. However, employees, upon authorization into the program by NRC, may not use both the home sale services and property management services. 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.

**Attachment B****BPA ORDERING TERMS AND CONDITIONS****ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS**

Orders placed under this BPA may be oral with written confirmation to be sent to the Contractor (via facsimile or mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

The Government is obligated only to the extent of authorized calls made under the GSA Federal Supply Schedule with the terms and conditions specified herein. The aggregate amount of calls under this order may not exceed \$1,285,000.00.

**AUTHORIZATION TO PLACE CALLS:**

The following NRC Contracting Officers (ordering officials) are the only individuals authorized to sign orders under this BPA:

Sharon Stewart 301 415-7316  
Mary Mace 301 415-7314  
Robert Webber 301 415-6520  
Stephen Pool 301 415-8168

The Contractor shall accept orders 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 calls against this order.

James Janis (Project Officer) 301-415-6051  
Teresa Pourchet (Alternate) 301-415-6446

**DELIVERIES:**

All deliveries shall be made within the delivery schedule agreed upon by the Contractor and the ordering official at the time the call is placed, within the terms and conditions specified herein.

In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the NRC Project Officer or ordering official.

The Contractor shall provide delivery tickets with each delivery as indicated below:

- a. Name of supplier
- b. Purchase order number
- c. Date of call
- d. Name of individual who placed call
- e. Itemized list of services furnished
- f. Quantity, unit price and extension of each item, less applicable discounts
- g. Date of delivery or shipment/services performed

**PRICING AND INVOICES:**

An itemized summary-invoice/statement 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 summary-invoice or statement shall list the call number, purchase order number and amount due. These invoices need not be supported by copies of delivery tickets. Invoices shall be submitted in accordance with the attached billing instructions, Attachment D.

Contractor Points of Contact: Laura Mickey - 301-215-4309 (telephone)  
203-749-5654 (fax)

**FUNDING:**

No funds are currently obligated on this BPA. Funds will be obligated at the time calls are placed.



## Attachment C

### Term of BPA

This BPA expires on September 30, 2007 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to September 30, 2007, the GSA contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If a BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission/Contracting Officer, this BPA may be canceled with seven (7) days written notice to the BPA holder by the Contracting Officer.

52.217-9

### Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration on this contract; 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 January 7, 2009.

(End of clause)

Attachment D

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS (October 2003)**

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

NRC Property Management Officer  
Administrative Services Center  
Mail Stop -O-2G-112  
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. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. 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.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

**Currency:** Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.