



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

SEP 24 1999

SUBJECT: REQUEST FOR PROPOSAL NO. RS-ADM-00-004 ENTITLED "GROUNDS
MAINTENANCE AND SNOW REMOVAL"

OFFERORS:

The U.S. Nuclear Regulatory Commission (NRC) is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in Part I, Schedule.

This requirement is a 100% Small Business Set-Aside. The size standard is set forth in Section K.5.

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M. Proposals are due by 3:30pm on October 25, 1999. See block 9 of the SF33 and Section L. 10 of the RFP.

A site visit will be held on October 6, 1999, at 1:00pm. No other site visits will be held. See Section L.13. Offerors shall report promptly at 1:00pm to the TWFN guard desk at 11545 Rockville Pike, Rockville, MD for the site visit.

All amendments to this RFP including answers to questions from offerors will be posted on the NRC Division of Contracts website at www.nrc.gov/ADM/CONTRACT/solcon.html. You may download copies of solicitation documents from this website. Amendments to this RFP will not be mailed to offerors. Offerors are expected to check this website frequently for amendments or other messages to offerors. If you do not have access to the internet, please contact Stephen Pool at 301-415-8168.

If you have any questions concerning the requirements of this solicitation, please contact Stephen Pool, Contract Specialist on (301) 415-8168 (collect calls will not be accepted).

Sincerely,


for Mary H. Mace
Contracting Officer

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING
N/A

PAGE OF 1 PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER RS-ADM-00-004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 9/24/1999	6. REQUISITION/PURCHASE NUMBER ADM-00-004
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch No. 1 Washington DC 20555		CODE	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and one copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 - See Section L.10 for hand delivered. until 3:30pm local time 10/25/1999
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Stephen M. Pool	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301-415-8168	C. E-MAIL ADDRESS SMP2@NRC.GOV
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See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 252(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

B.1.1 BASE YEAR (OWFN & TWFN) 12/1/1999 - 11/30/2000

	Qty	Unit	U/P	Total
1) Phase In Phase Out 11/8/99-11/30/99	1	lot	\$	\$
2) Initial Base Year Planting per Section C.2.2.1	1	lot	\$	\$
3) Grounds Maintenance		12 Month	\$	\$
4) Snow/Ice Removal Services as priced below				
a) Ice/Sleet Removing (Any Amount)	est3	event	\$	\$
b) Snow Removal 3" and below	est3	event	\$	\$
c) Snow Removal more than 3"	est2	event	\$	\$

TOTAL CONTRACT AMOUNT FOR BASE YEAR:

B.1.2 OPTION YEAR 1 (OWFN & TWFN) 12/1/2000 - 11/30/2001

	Qty	Unit	U/P	Total
1) Grounds Maintenance		12 Month	\$	\$
2) Snow/Ice Removal Services as priced below				
a) Ice/Sleet Removal (Any Amount)	est3	event	\$	\$
b) Snow Removal 3" and below	est3	event	\$	\$
c) Snow Removal more than 3"	est2	event	\$	\$

TOTAL CONTRACT AMOUNT FOR OPTION YEAR ONE:

B.1.3 OPTION YEAR 2 (OWFN & TWFN) 12/1/2001 - 11/30/2002

	Qty	Unit	U/P	Total
1) Grounds Maintenance		12 Month	\$	\$
2) Snow/Ice Removal Services as priced below				
a) Ice/Sleet Removal (Any Amount)	est3	event	\$	\$
b) Snow Removal 3" and below	est3	event	\$	\$
c) Snow Removal more than 3"	est2	event	\$	\$

TOTAL CONTRACT AMOUNT FOR OPTION YEAR TWO:

B.1.4 OPTION YEAR 3 (OWFN & TWFN) 12/1/2002 - 11/30/2003

	Qty	Unit	U/P	Total
1) Grounds Maintenance		12 Month	\$	\$
2) Snow/Ice Removal Services as priced below (See Section C.2.5)				
a) Ice/Sleet Removal (Any Amount)	est3	event	\$	\$
b) Snow Removal 3" and below	est3	event	\$	\$
c) Snow Removal more than 3"	est2	event	\$	\$

TOTAL CONTRACT AMOUNT FOR OPTION YEAR THREE:

B.1.5 OPTION YEAR 4 (OWFN & TWFN) 12/1/2003 - 11/30/2004

	Qty	Unit	U/P	Total
1) Grounds Maintenance		12 Month	\$	\$
2) Snow/Ice Removal Services as priced below (See Section C.2.5)				

a) Ice/Sleet Removal (Any Amount)	est3	event	\$	\$
b) Snow Removal 3" and below	est3	event	\$	\$
c) Snow Removal more than 3"	est2	event	\$	\$

TOTAL CONTRACT AMOUNT FOR OPTION YEAR FOUR:

NOTE: The estimated quantity of the snow removal line item may be increased unilaterally by the contracting officer as needed. The abbreviation "est" next to a quantity in the schedule above means "estimated quantity."

B.2 PROJECT TITLE

The title of this project is as follows:

Grounds Maintenance and Snow Removal

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor (independently and not as an agent of the Government, and in compliance with this contract and accepted industry standards), shall provide all management, administrative and technical support, supervision, labor, all materials, supplies, equipment and other resources (except as otherwise specified herein), necessary to plan, schedule, coordinate and perform all snow removal, and grounds maintenance services at the U. S. Nuclear Regulatory Commission (NRC) One White Flint North (OWFN) and Two White Flint North (TWFN) buildings and grounds located at and 11545 and 11555 Rockville Pike, Rockville, Maryland.

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

1. The total firm fixed price of the phase in phase out period is ***.
2. The total contract amount for the contract base period is ***. Line item nos. 2 and 3 are firm fixed price. Line item no. 4 is priced at estimated quantities at fixed unit prices.
3. The total contract amount for option year 1 is ***. Line item no. 1 is firm fixed price. Line item no. 1 is priced at estimated quantities at fixed unit prices.
4. The total contract amount for option year 2 is ***. Line item no. 1 is firm fixed price. Line item no. 2 is priced at estimated quantities at fixed unit prices.
5. The total contract amount for option year 3 is ***. Line item no. 1 is firm fixed price. Line item no. 2 is priced at estimated quantities at fixed unit prices.
6. The total contract amount for option year 4 is ***. Line item no. 1 is firm fixed price. Line item no. 2 is priced at estimated quantities at fixed unit prices.

*** to be filled in a time of award.

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GROUNDS MAINTENANCE CONTRACT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Contractor shall provide management, administrative and technical support, supervision, labor, quality control, equipment, tools, materials, vehicles, supplies, and other items and resources necessary to perform Grounds Maintenance to include snow and ice removal, and related services as described in this statement of work, except as otherwise specified herein, to achieve the quality specifications set forth in Section C and Attachment I of this contract. The Contractor shall plan, schedule, coordinate and assure effective and economical completion of all services described herein. The Contractor will be required to provide landscape maintenance services as defined in this solicitation and shall perform in a manner which meets the quality requirements specified in this contract.

The "effective date of the contract" (November 8, 1999) as referenced throughout this Section C is defined as the first day of the contract period of performance. The "takeover date of the contract" (December 1, 1999) as referenced throughout this Section C is defined as the first day that the responsibility to perform work requirements are transferred from the Outgoing Contractor to the Incoming Contractor. During the period between the effective date and the takeover date, referred to as the "Phase-In" period, the Incoming Contractor shall perform work as listed in Section C.2.1, in order to be prepared for takeover of the performance requirements at the firm fixed price.

For other definitions under this contract, the Contractor shall refer to their applicable sections within this Statement of Work.

Unless otherwise specified, references to "days" in this Section C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT of this contract refer to "Government official work days."

For purposes of this contract, the Incoming Contractor is the takeover contractor who has the responsibility for performing this Statement of Work (SOW). The Outgoing Contractor refers to the previous contractor who participates in the transition phase of this contract. At the conclusion of this contract, the Incoming Contract becomes the Outgoing Contractor.

C.2 SPECIFIC WORK REQUIREMENTS

C.2.A. General Requirements

The general performance requirements, set forth in Section C.3 below, apply for specific work requirements set forth in this Section C.2. In the event of any conflict between the general performance requirements and the specific work requirements, the specific work requirements shall take precedence.

Work shall be performed at the fixed unit prices set forth in Section B. In the performance of work under this contract, the Contractor shall not allow debris to spread onto the grounds. Such debris and excess landscape material shall be cleaned up and removed at the completion of the job and/or at the end of each site visit while work is in progress. Work shall not be considered completed until the Contractor has removed from the premises all trash, debris, litter, etc., which accumulate in the performance of work. Containers and vehicles for handling this material shall be furnished by the Contractor.

At the completion of any installation work performed, the Contractor shall inspect the site with the PO to accept the work. The Contractor and the PO shall come to agreement on any changes and/or corrections that must be made as part of the installation. When such changes and/or corrections are completed, the Contractor shall sign a letter of acceptance of the work and shall take immediate charge of the maintenance, responsibility, and liability of all materials, plant and otherwise, of the installation.

All necessary precautions, including the use of appropriate warning signs and barricades, shall be taken to prevent personal injury, damage to property (including existing landscape materials, surfaces, and structures), and/or damage to the environment when conducting operations. The Contractor shall replace or restore damaged landscape materials, landscape surfaces, or structures caused by normal operations and/or as a result of the Contractor's negligence as acceptable to the government, at no additional cost.

C.2.B. Quality Control

All work shall conform to the most stringent applicable Federal, State, County, or local jurisdiction regulations governing where the site is located, in addition to the requirements listed in this Statement of Work. The Contractor shall establish a complete Quality Control Program to ensure compliance with the contract work requirements as defined in the contract.

The Contractor shall provide and maintain an inspection system that identifies and corrects unsatisfactory performance prior to government QA inspection. If any of the services do not conform with contract requirements, the Contractor shall perform these services again in conformity with contract requirements, at no increase in contract amount, within 24 hours, or as agreed upon by the PO. Contractor personnel, superior to the on-site supervisor, shall inspect work, maintain complete records of all inspections, interface with government personnel, and make available to the government all reports and findings made during contract performance of this contract. The Contractor shall have personnel devoted to quality control inspections.

C.2.C. Quality Assurance

Although the performance and management of all work requirements is the responsibility of the Contractor, the premises will be inspected routinely by government personnel, e.g., PO or a landscape inspector. The inspections shall include, but not limited to, inspecting the work to ensure compliance with the contract requirements and documenting through written inspection reports defects or omissions and corrections to same.

C.2.1 PHASE-IN PHASE-OUT

General Statement

The Contractor shall develop and implement a detailed Phase-In Phase-Out (PIPO) plan.

The services under this contract are vital to the ability of the NRC to function properly. To ensure that there is no disruption of services on the contract takeover date, the Contractor shall, during the Phase-In period, provide sufficient staff to develop work assignments, inventory requirements, and coordinate the delivery of supplies to ensure adequate supplies to coincide with the takeover date.

Performance Requirement (Phase-In)

The Contractor shall submit the draft PIPO Plan to the Project Officer (PO) for approval on November 11, 1999. The Plan shall identify those areas that the Incoming Contractor and the Outgoing Contractor cannot agree on.

The PO shall submit recommendations or approval of the Plan to the Contractor by November 17, 1999. Following the receipt of the PO's recommendation in resolution of the differences cited between the Incoming and Outgoing contractor, the Incoming contractor shall provide a revised PIPO Plan to the PO for approval by November 19, 1999.

The Contractor shall perform a joint inspection of OWFN-TWFN with the Outgoing contractor, Project Officer, and other NRC personnel by November 15, 1999.

The Incoming Contractor shall prepare and submit to the PO for review, by November 18, 1999, a deficiency report with a listing of problems and costs to resolve. A copy shall be provided to the Outgoing Contractor for resolution of these deficiencies.

By November 23, 1999, the PO shall submit through the CO, approval of those deficiencies for the Incoming Contractor to correct.

By December 31, 1999 (or as agreed upon by the PO), the Incoming contractor shall correct deficiencies identified in the report (that the Outgoing Contractor did not resolve) after receiving required Government approval from the PO or CO. Equitable cost adjustments will be made through a modification to the contract.

The PIPO Plan shall consist of the following activities:

- Transfer of grounds maintenance records and schedules.
- Schedules for grounds maintenance.
- Orientation of the grounds.
- Transfer of keys (e.g., hose bib keys).
- All documents required by Section C to be submitted as scheduled in the SOW and the list of such documents and schedule for submission shall be provided in the PIPO.

Prior to the takeover date, the Contractor shall submit to the PO a copy of the Manufacturer Safety Data Sheets (MSDS) for each chemical that the Contractor shall use for accomplishment

of the specific work requirements as set forth in Section C.2 herein. The Contractor shall maintain on file MSDS in accordance with OSHA standards. MSDS shall be accessible to the Contractor, PO, and NRC Health and Safety Manager in case of an emergency.

Performance Requirement (Phase-Out)

The Outgoing Contractor shall perform phase-out services 45 days prior to the expiration of the contract period, to ensure successful transition from the Outgoing contractor to the Incoming contractor.

The Outgoing Contractor shall prepare a Deficiency List 45 days prior to the expiration of the contract period and correct deficiencies 15 days prior to expiration of the Contract.

C.2.2 GROUNDS MAINTENANCE

The Contractor shall provide labor, supervision, equipment, and supplies necessary to perform grounds maintenance requirements for OWFN-TWFN. All grounds maintenance services as required herein shall be regarded as basic contract services.

The Contractor shall restore to original condition any damage caused by its operations, including the replacement of any plant material damaged as a result of the Contractor's negligence, at no cost to the NRC.

All work shall be performed only by individuals who are certified and use the most current horticultural standards in accordance with the National Arborist Association (NAA) recommendations.

C.2.2.1 Landscape Design

The Contractor shall provide flowering plants, trees, or shrubs for the bare areas around the grounds to include all planters, with approximately 75% perennials and 25% annuals. A plan is to be provided to the PO by January 15, 2000. The plan is to include a landscape design with a professional architectural landscape drawing of the OWFN and TWFN grounds, identifying each area (numbering system) and names of current plants. The drawings and landscape design shall provide the names of the new plants (perennials and annuals), the size of plants, the locations, and schedule for planting. The purchase of these plants are considered Basic Services.

The Contractor shall submit a plan by October 1 for each contract year thereafter, starting October 1, 2000.

The Contractor shall select plant material for sustainability and low maintenance, requiring minimal inputs of water, fertilizer, pesticides, and energy. In the NRC grounds, plants must be able to flourish under conditions of air pollution, full sun, relatively dry soil, high winds, and reflected heat from buildings.

Monocultures (extensive areas of one type of plant) should be eliminated wherever possible, since more diverse landscapes tend to have few pests and diseases.

Designs should emphasize impact and interest in seasons, taking into account colors, fragrance, movement, and texture of flowers, fruit, leaves, and stems.

The PO shall review and respond to the Design Plan within five (5) workdays of receipt of the Contractor's Landscape Design Plan. If the design is accepted, all requirements shall be adhered to under Section C.2.2.2 for all plantings.

The requirements (at a minimum) of the Contractor to provide for the Base Year contract are as follows:

- A. Attachment 1 identifies the OWFN-TWFN grounds with a numbering system and a listing identifying the planters and beds. The Landscape Design Plan shall provide a professional architectural landscape drawing of the current grounds by name(s) of plants (perennial and annual) and locations. The plan shall also identify the new trees, shrubs, and flowers and their location. The numbering system on the attached plan could be used with all areas identified, or a new numbering system can be developed.
- B. All bare spots throughout the OWFN-TWFN grounds to include hedges, planters, shrubbery beds, gazebo, area around the sculpture, missing trees.
- C. The Plan shall identify all material to be used: e.g., Pine Fine, topsoil mix, sand, Leaf Gro, other fertilizers, etc.
- D. All plantings shall have a warranty of one year. If the Option Years are exercised, the Contractor shall maintain the plants and if through the Contractor's negligence, plants die, then the Contractor shall replace at no additional cost to the government.
- E. Plants shall be planted with the appropriate soil preparation, loosen existing soil to a depth of 4", organic soil conditioner shall be spread over the beds to a depth of 4" to be mixed with the loosened soil. Beds shall be weeded prior to planting.
- F. Fertilizer shall be top dressed over bed areas at the rate of 3 lbs of time released, high phosphate fertilizer per 100 sq. ft. As a minimum fertilizer is to have 50% available nitrogen to be organic.
- G. Immediately following the application of fertilizer, the entire area shall be watered. Contractor shall continue to water as appropriate to ensure livelihood of plant material.
- H. Beds shall be mulched to a minimum depth of 2".
- I. Plants to be planted with highest height in back.
- J. Prune at time of installation.
- K. Stake trees to afford maximum security in growth.
- L. Clean up and haul away debris.

M. Water after all plantings.

N. The following are acceptable types of perennials and annual plants for this complex with suggested locations. Although the following identifies specific plants in specific planters, the Contractor shall provide his own original plan and make recommendations on equal quality types of plants and certification that the plants proposed in the plan are appropriate for the locations identified.

1. Beds 1 and 2 - Vinca Grape Coolers along coolers; Fall/winter pansies approx. 800 Maxim Yellow; Honey Locust, Tam Junipers, Dwarfed Winged Euonymous.
2. Bed 1 - Replace one missing Red Bush, fill in corner with topsoil.
3. Beds 3 and 4 - Pink and purple mixed Impatiens; Fall/winter pansies approx. 675 yellow/blue mixed.
4. Bed 3 - Replenish topsoil to appropriate planter level.
5. Bed 4 - Replenish topsoil to level appropriate for planter.
4. Beds 5 and 6 - Sweet Alyssum (purple or rose)
5. Bed 7 - Replace one missing Crepe Myrtle; dig up ivy; replace 5 missing Yews; plant green leaf white and pink Begonias; Fall/winter pansies approx. 150 Maxim Marina; Fall/winter pansies approx. 150 Azure Blue and yellow.
6. Bed 8 - Replace Koosa tree with another Koosa or Magnolia x Soulangeriana tree (10').
7. Beds 8, 9, 10 - Blue Ageratum, white w/pink center Vinca, red Petunias, Pink Dianthus; Fall/winter pansies approx. 500 yellow and 500 Azure Blue.
8. Beds 9 and 10 - Remove the existing Junipers that surrounding the OWFN sign and acceptable replacement would be 200 1 qt. Primrose and 1 - 6' Crepe Myrtle.
9. Beds 11 and 12 - Pink Ageratum, Treasure Flower; Fall/winter pansies approx. 300 Bingo Lt. Rose.
10. Bed 11 - Replace 22 missing or dying Azaleas.
11. Bed 12 - Remove the brace wires around the PinOak; Replace 21 missing and dead Azaleas.
12. Beds 13, 14, 15, 16, 17, 18, 19, 20, 22 - Mixed painted daisies, Pink Ageratum, purple cooler Vinca, Dusty Miller near trees; Fall/winter pansies approx. 500 Melody Purple/white.
13. Bed 13 - Replace 65 missing or dying Azaleas.
14. Bed 14 - Replace 16 missing or dying Azaleas.
15. Bed 15 - Replace 33 missing or dying Azaleas.
16. Beds 16 - Pennisetum Rubrum, pink Begonias; Fall/winter pansies approx. 100 Melody Purple/white.
17. Bed 19 - Replenish ground covering.
18. Bed 20 - Fall/winter pansies approx. 100 Melody Purple/White.
19. Bed 21 - Pennisetum Rubrum, pink Begonias.
20. Beds 21 and 22 - Replace the missing or dead hollies (9) and junipers (8) to replenish beds. Make recommendation in Design Plan on Cherry trees. Fall/winter pansies approx. 200 Melody Purple/White.
21. Bed 23 - Blue Salvia, Purple cooler Vinca, Pink Vinca, and Pink, white, and yellow Dianthus; Fall/winter pansies approx. 300 Bingo Lt. Rose.

22. Bed 24 - Barberry, Crepe Myrtle, Verbena, Blue Salvia, lavender and white China Asters, Peppermint cooler Vinca; Remove existing Junipers and replace with 1-3' 6 Weigela and 100 Variegated Liriope; Fall/winter pansies approx. 300 Yellow and Azure Blue.
23. Beds 26 and 27 - Mixed Red and Yellow Celosia, Variegated Liriope; Remove existing dying azaleas and an acceptable plant would be Crimson Pygmy Barberry.
24. Bed 26 - Replace 20 missing Azaleas, 2 Junipers, 4 Hollies.
25. Bed 27 - Replace 2 missing Junipers.
26. Beds 28 and 29 - Replenish with topsoil, replenish Pennisetum Rubrum; plant mixed red and white bronze leaf begonia or Pink Cooler Vinca; Fall/winter pansies approx. 200 Maxim Marina.
27. Bed 28A - Replace 3 missing Magnolias.
28. Bed 30 - Pink and White Impatiens along borders and both corners; Replace approx. 300 missing Junipers with Parsons or Shores Juniper and replace one missing Bradford Pear tree (approx. 12').
29. Beds 30 and 31 - Fall/winter pansies approx. Melody Purple and White.
30. Bed 31 and 31A - Treasure Flowers, Creeping Zinnia, Chilean Bellflower, Love-in-a-Mist.
31. Bed 31A - Fill in bare spots with missing Vinca Minor or propose new ground covering for entire area (that will flourish).
32. Bed 32 - Ageratum and pink Vinca; Plume grasses 4' height; 30 2-3' Variegated Weigela; Replace damaged azaleas with approx. 35 pink Azaleas. Replace damaged Chinese evergreen tree. Replace missing Red bush; Fall/winter pansies approx. 300 Yellow. . Bring the soil and grass back to standard after the Restack trailers are gone (approx. June 2000). No work shall be performed in this area until the trailers are gone.
33. Bed 33 - Grape Cooler Vinca; Re-seed or topsoil.
34. Beds 32 and 33 - Fall/winter pansies approx. 350 Maxim Deep Blue.
35. Bed 34 - Lavender Jacob's Ladder, Sweet William, Dianthus, Variegated Liriope to fill bed.
36. Bed 34A - Replace missing or dying Junipers (approx. 25).
37. Bed 35 - Crepe Myrtle; Lavender Jacob's Ladder, Sweet William, Dianthus, Variegated Liriope to fill bed.
38. Beds 34 and 35 - Fall/winter pansies approx. 250 Pink Shades.
39. Bed 36 - Plant Bronze Leaf red begonias along border; Replace 7 purple Rhododendrons; Replace the missing 36" Inkberry plants (approx. 120); Plant additional Vinca Minor (30 SF) to fill area; Fall/winter pansies approx. 350 Bingo Lt. Rose.
40. Bed 37 - Dianthus, Dusty Miller; Fall/winter pansies approx. 100 Bingo Lt. Rose.
41. Bed 38 - Red and white salvia, Dusty Miller; Replace missing or dying hollies (3); Fall/winter pansies approx. 100 Bingo Lt. Rose.
42. Bed 39, 40, 41 - Pink Coreopsis, Purple or Grape Cooler Vinca. Fall/winter pansies approx. 800 Melody Purple/white.
43. Bed 39 - Replace 20 missing Hollies on both sides of walkway; Climbing Clematis pink purple in each planter inside Gazebo (healthy variety to withstand shady conditions).

44. Bed 40 - Replace Junipers that have growth missing throughout the shrubbery; replace 12 missing or dying Junipers; Replace missing pink/purple Dianthus along border.
45. Bed 42 - Red and yellow Celosia, Liriope, Pennisetum Rubrum; replace 35 missing Hollies and 3 missing azaleas.
46. Bed 43 - Replace the Junipers (3).
47. Beds 43 and 44 - Pink Geraniums, Alyssum; Fall/winter pansies approx. 250 Maxim Red/Yellow.
48. Bed 43A - Replace 15 Junipers; fill in bare spots with grass.
49. Bed 44 - Replace the missing Cypress trees (7); Replace the missing Junipers (9). Replenish the Vinca Minor; Topsoil and re-seed or sod corner of this bed.
50. Bed 45 - Purple cooler Vinca, Red Canna Lilies; Replace one missing Juniper; Replace 19 missing Astilbe and Helleri Hollies; 4 missing Blue Rug Junipers; 6 missing Liriope; Replenish St. Johns Wort; replace 32 missing Ilex Helfri; Fall/winter pansies approx. 250 Maxim Red/Yellow.
51. Bed 46 - Pink Geraniums, Alyssum; Fall/winter pansies approx. 150 Maxim Red/Yellow.
52. Bed 47 - The TWFN Exit driveway two (2) planters: In each planter one (1) large Alberta Spruce and five (5) Sungold Cypress. Example of material would be Pine Fine, mix of topsoil, sand and Leaf Gro; Fall/winter pansies approx. 100 at corners or along bare spots at edge.
53. Bed 48 - Approx. 30 Burning Bush or Weigela Plants. No work until Restack trailers have been removed (approx. June 2000).
54. Bed 49 and 50 - Replace the Taxus Cuspidata with Burning Bush (or recommended plant source to flourish in this area) bordered by Pennisetum Hamelin on both sides; if ground covering required, replenish to fill in missing spots with Vinca Minor.
55. Bed 49 - Replace missing Sweetgum tree.
56. Bed 51 - Maple shade tree; Replenish top soil around tree trunks.
57. Bed 52 - corner of bed plant begonia or Vinca; replace the missing 3 Magnolia trees.
58. Bed 53 - Restore the Green by sodding or seeding.
59. Bed 54 - Shores Junipers.
60. Throughout the grounds approx. 6500 Spring Tulips.

O. The following are additional types of plants and shrubs that would be acceptable to present in a Landscape Design Plan for this complex:

1. Wonder of Staefa
2. Echinacea Purpurea "Robert Bloom"
3. Geranium Psilostemon
4. Pelargoniums
5. Anthemis Tinctoria
6. Chrysanthemum Rubellum "Clara Curtis"
7. Heliopsis "Ballet Dancer"
8. Phlox Maculata "Omega"
9. Chrysanthemum "Ringdove"
10. Artemisia Ludoviciana Albula

11. Primulas
12. Galanthus Nivalis Lutescens"
13. Cyclamen Persicum "Pearl Wave"
14. Cyclamen Coun

The Contractor shall design a plan from their own recommendations. The above flowers, plants, trees, and shrubs are only examples of acceptable plants on this complex. The government expects the contractor to develop their own design for PO approval. The requirement is to have flowering perennials and annuals flourishing throughout all beds on the grounds during all seasons.

C.2.2.2 Landscape Requirements

At least five (5) workdays before the takeover date of the contract and at least 90 days before the commencement of each option year thereafter, the Contractor shall submit a landscape design plan as outlined in C.2.2.1 above.

At least five (5) workdays before the takeover date of the contract, the Contractor shall submit a written yearly plan to the PO which provides all labor, supervision, equipment, and supplies that will be required to perform the grounds maintenance requirements in this contract. The plan shall outline the work and schedules to accomplish the grounds maintenance requirements. Only upon written approval of this plan by the PO shall the Contractor initiate the grounds maintenance services.

At least five (5) days before the takeover date of the contract, the Contractor shall submit a written monthly schedule to the PO which outlines the schedule of grounds maintenance work to be accomplished during the upcoming month, identified by week. The monthly schedules shall be reviewed and approved by the PO prior to the Contractor performing grounds maintenance work. Any deviation from the PO-approved schedule shall require additional prior approval by the PO. Thereafter, subsequent monthly schedules shall be submitted to the PO at least five days prior to the beginning of each month. Any changes to the schedule shall be provided to the PO at least 24 hours before the work is to be performed.

The Contractor shall restore to the original condition any damage caused by its grounds maintenance operations, including the replacement of any plant material damaged as a result of the Contractor's negligence, at no cost to the NRC.

The Contractor shall provide services in this contract for ground maintenance and follow industry practice for the following:

C.2.2.2.A. Fertilizing

The Contractor shall fertilize the OWFN-TWFN grounds with a commercially available fertilizer, grade 10-6-4 with a minimum of 50% of the available nitrogen shall be slow release and organic. Liquid fertilization shall be used for trees. Granular formulation shall be used for shrubs, ground cover, and herbaceous perennials. Granular or liquid formulations shall be used for turf. Plant

material should be healthy, roust, and in good appearance as a result of fertilization. The Contractor shall ensure that all fertilizer is applied in accordance with the manufacturer's instructions. The Contractor shall ensure that no treated areas are burned as a result of over-fertilization. Contractor shall be liable for any damage associated with over-fertilization and shall immediately replace damaged, over-fertilized turf, shrubs, ground cover and/or trees at no cost to the NRC. Fertilizing shall be completed prior to mulching.

1. **Trees:**

The Contractor shall use a soil auger, crowbar, or posthole digger, to make holes to fertilize the trees. The Contractor shall fill the holes with soil. Immediately following the application of fertilizer, the entire area shall be watered. Time of application shall be between March 1 and March 31 of each year. Trees shall be fertilized before mulch is applied. Apply five (5) pounds of fertilizer (1/2 pound of actual nitrogen) for each inch of trunk caliper measured. For trees with a caliper of less than six (6) inches, decrease this rate to 2-1/2 pounds of fertilizer (1/4 pound of actual nitrogen) for each inch of trunk caliper measured.

2. **Shrubs:**

The Contractor shall remove from the area to be fertilized all weeds, grass, leaves, and other foreign matter. The fertilizer shall be incorporated into the soil or existing mulch material. Fertilizer shall be uniformly applied to the area immediately below the branches and at least several inches beyond. Care shall be exercised to avoid damaging shrubs being fed. Shrubs shall be fed at the rate of 40 pounds of fertilizer per 1000 square feet of area. Care shall be exercised to avoid damaging or disturbing the root system of the shrubs being fertilized. Immediately following the application of fertilizer, the entire area shall be watered. Time of application of the fertilizer shall be between March 1 and March 31 of each year. Shrubs shall be fertilized before mulch is applied. Should the Contractor wish to use liquid fertilization programs for shrubs, the Contractor shall first obtain the PO's written approval.

3. **Ground Cover:**

The Contractor shall fertilize ground cover by broadcasting the fertilizer evenly over entire area at the rate of 10 pounds per 1000 square feet of area. Time of application shall be between March 1 and March 31 of each year. Immediately following the application of fertilizer, the entire area shall be watered.

4. **Grass:**

The Contractor shall fertilize with a commercially available fertilizer grade 10-6-4. Fertilizer shall be broadcasted over the entire lawn with a minimum of overlapping or skipping. Grass shall be fed at the rate of 10 pounds of fertilizer per 1000 square feet of area, or as indicated by soil tests. The Contractor shall ensure that all fertilizer is applied in accordance with the manufacturer's instructions. The first application shall be applied during the Spring season between March 1 and April 15 of each year. The second application shall be applied during the Fall season between October 15 and November 15 of each year.

5. Flower Beds and Planters:

In July, the Contractor shall fertilize with two pounds of 5-10-5 fertilizer per 100 square feet of area.

C.2.2.2.B. Mulching (all unpaved non-turf areas)

The Contractor shall mulch unpaved non-turf areas, replenish as necessary to maintain a level with adjacent sidewalks. The mulch shall be commercial grade shredded hardwood bark and free of sticks, stones, clods, or other foreign material. Mulch shall be furnished in original containers, and if bulk mulch is used, samples and certifications of its contents shall be submitted to the PO, prior to application, for written approval. Mulch shall be applied evenly at a depth of two (2) inches, except one (1) inch maximum for herbaceous perennials. All trees with the exception of broad based conical shaped types, shall be mulched as follows: Mulch shall be applied at the rate of six (6) inches diameter of mulch per one (1) inch of trunk caliper, measured 4-1/2 feet above the ground line, diameter breast height. The mulched area around each tree shall be at least 30 inches in diameter, however, mulched areas are not to exceed a diameter of 12 feet for larger trees. Broad based conical shaped trees shall have a mulched area at least 30 inches in diameter or extending at least one foot beyond the drip line of the bottom branches, whichever is larger. The Contractor shall ensure that there are no bare spots at any time. All areas to be mulched shall be cultivated prior to mulch application to include raking, removing debris, the edge of the unpaved non-turf areas shall be re-established, and any excessive mulch/soil buildup removed prior to mulch application. All ornamentals, including borders, trees, shrubs, hedges, and openings within ground cover beds shall be mulched. Mulch shall be applied tri-annually no later than the fifth day of each month of April, August and November, unless alternate schedule is approved by the PO. Mulching shall not be performed until fertilization has been completed (during periods of fertilization). In addition the tri-annual mulching schedule, the Contractor shall inspect all mulched areas on each visit (as stated in their PO-approved grounds maintenance plan), as well as at the conclusion of inclement weather, for spots bare of mulch. Whenever a bare spot is found, the Contractor shall apply adequate mulch to establish a uniform appearance.

C.2.2.2.C. Pruning

All scheduled pruning shall be done during the dormant season as well as may be required as a result of damage because of inclement weather. There shall be no significant reshaping of plants without prior approval from the PO five (5) days before scheduling such work.

Pruning shall be performed only by individuals who are Certified Arborists by the International Society of Arboriculture, and shall abide by the standards established by the National Arborist Association (NAA). Workers shall be under strict supervision, be experience in arboriculture, and abide by industry standards as well as those established by the National Arborist Association. All trees and shrubs, including both deciduous and evergreen, shall be pruned in compliance with Class I-Fine Pruning as defined by the National Arborist Association. Pruning may also include compliance with Class II-Standard Pruning, Class III-Hazard Pruning, and/or Class IV-Crown Reduction Pruning as defined by the National Arborist Association. Tools used for removing diseased wood shall be disinfected immediately after such use.

1. **Trees:**

All necessary precautions, including the use of appropriate warning signs and barricades, shall be taken to prevent any personal injury and/or damage to property. Tree workers shall be trained and experienced in arboriculture and all work shall conform to industry standards in Class 1-Fine Pruning as defined by the National Arborist Association Standards.

Pruning shall include, but not be limited to the following: removing sprouts at or near the base of the tree; removing branches that grow toward the center of the tree; elimination of crossed branches and v-shaped forks that lack strength; removing dead, dying, diseased, infested, and broken branches; cutting back overweighted limbs; removing branches that limit the headroom of pedestrians and/or vehicles; thinning of crowns; maintenance of natural appearance; and removing or shortening branches that threaten to interfere with space limitations and overhead wiring. Additional sucker growth, water sprouts, diseased and infested branches, and all fallen branches shall continually be removed.

Care shall be exercised not to leave stubs and to avoid stripping of bark. All cuts over one inch in diameter shall be covered immediately with a tree-wound compound.

2. **Shrubs:**

Individual plants shall be pruned by selectively thinning as much as 25% of the existing old wood, including branches that are dead, damaged, diseased, or infested. Throughout the year, any damaged or unhealthy branches shall be removed. Any significant reshaping of plants shall first be approved by the PO five days before scheduling such work.

3. **Ground Cover:**

All ground cover shall be cut back and/or thinned in accordance with standard horticultural procedure. During the growing season, all ground cover, with the exception of herbaceous perennials, shall be trimmed once each month or as needed. Herbaceous perennials shall have spent flower stalks and dead foliage removed throughout the growing season, approximately April through September.

4. **Herbaceous Perennials:**

Spent flower stalks and dead foliage shall be removed through the growing season.

C.2.2.2.D. Liming/Soil Tests

The Contractor shall have a complete soil analysis conducted by a Government laboratory or recognized commercial laboratory within 15 days after the takeover date of the contract and submit the laboratory's certified copies of the soil analysis to the PO. Thereafter, soil tests shall be conducted, at a minimum annually but more often as necessary, by a government laboratory or recognized commercial laboratory. A complete analysis of the soil is required. Certified copies of the soil test shall be submitted to the PO by the Contractor, within five (5) days after receipt from the laboratory. The Contractor shall submit a written recommendation to the PO of the time of application, for PO approval. If soil tests indicate a need to lime, the Contractor shall

apply lime to the soil uniformly at a rate based on the pH as determined through a soil test with a minimum of overlapping or skipping, prior to fertilizing. Lime shall be pulverized dolomitic limestone (horticultural grade) and contain not less than 85 percent of calcium and magnesium carbonates. If soil tests or plant material indicate a need for trace elements, they shall be applied by the Contractor. Containers shall be labeled to show chemical and mechanical analysis. Application shall be between January 1 and the last day of February.

C.2.2.2.E. Core Cultivation

Coring shall be performed at least once a year, conditions permitting, prior to the first application of pre-emergent and post-emergent herbicides to the turf. Any additional coring later in the season shall be approved by the PO prior to commencement. In the areas with underground irrigation systems, only walk-behind aerators shall be used. Coring shall be performed as follows:

1. Locate and mark all underground irrigation heads.
2. Core aerate the entire lawn area in two (2) directions to a depth of at least two (2) inches, by physically removing soil cores by means of hollow spoons or tines. Puncture density shall be a minimum of six (6) inches on center.
3. After coring is completed, the area shall be dragged to break up cores and to redistribute the soil.
4. Annual core cultivation shall occur in March.

C.2.2.2.F. Shearing

Shearing shall be performed only by workers trained and experienced in this activity. Trees, shrubs, and ground cover shall be kept neatly sheared/ clipped at all times in accordance with the National Arborist Association (NAA) recommendations. As a minimum, the Contractor shall provide the following services:

1. **Shrubs and Trees:**
Shrubs and trees shall be sheared/clipped approximately once every 30 days during the growing season (approximately April through September). The first shearing for new shrubs and trees shall be performed when new growth reaches three inches. All other types of shrubs, including flowering, shall be sheared in accordance with standard horticultural practice to maintain proper size while retaining the natural characteristics of the plants.
2. **Ground Cover:**
During the growing season, all ground cover, with the exception of herbaceous perennials (e.g., Liriope), shall be trimmed once each month or as needed with prior approval by the PO. Once dormant, herbaceous perennials (e.g., Liriope) shall be sheared prior to mulch being applied and in accordance with NAA recommendations. Care shall be taken not to damage Spring glowering bulbs.

3. **Herbaceous Perennials:**

Once dormant, herbaceous perennials shall be sheared. Those varieties of ornamental grasses displaying interesting Fall color shall be sheared in late Winter or early Spring.

4. **Bulbs:**

In those areas where bulbs have been planted among other plants, especially within herbaceous perennial and ground cover beds and borders, the leaves shall be bundled and tied once the bloom period is over. When the foliage of the bulbs has matured and turned brown, the leaves shall then be sheared and removed.

C.2.2.2.G. Grass Cutting

The Contractor shall be responsible for grass cutting at the OWFN and TWFN grounds. Grass cutting shall be scheduled so that it does not interfere with any NRC outdoor activities, vehicle parking, or any other activity identified by NRC. This may necessitate scheduling work on a Saturday or Sunday. Mowing or blowing shall not be performed in the areas directly outside the Commission Meeting Room on the first level of OWFN during periods when this room is in use. A scheduled grass cutting cycle, including edging and trimming shall be completed within one day. In the event of sudden inclement weather during the cutting cycle, the Contractor shall complete the cycle when the grass is adequately dried. The Contractor shall utilize a mower with a recycling system that mulches the clippings and returns the clippings into the lawn to decompose. Grass will never be higher than 4 inches. Mowing blades shall be set to cut grass at a height of not less than two (2) inches. During periods of low rainfall or drought, the Contractor shall allow the grass to attain a height of not less than three (3) inches before cutting.

Areas to be cut shall be policed prior to mowing to remove any paper, stones, or debris which may have accumulated.

Grass adjacent to asphalt or concrete walks or driveways shall be cut to a neat sharp edge. Trimming and edging around curbs, walks, ornamentals, monuments, flagpoles, etc. shall be done with a power edger (blade type) each time the grass is cut. A well defined line shall be established and maintained. All metal edging shall be realigned or replaced if damaged by the Contractor. Trimming shall be at a height of not less than two inches and shall be the same height at which grass is cut. Trimming around monuments, flagpoles, walls, signs, etc., shall be done each time the grass is cut.

During periods of low rainfall or drought, the period between trimmings shall be extended to allow grass to attain a height of not less than three inches before cutting.

Riding mowers are not permitted on this site.

C.2.2.2.H. Edging and Trimming

Ornamentals shall have a well defined edge established and maintained once a month. All soil, grass, etc. generated as part of edging operations shall be removed from the site. All metal edging shall be kept in good appearance, including tamping and realignment, and shall be replaced if damaged by the Contractor.

Trimming and edging around curbs, walks, ornamentals, walls, monuments, flagpoles, signs, etc. shall be done with a power edger (blade type) each time the grass is cut and shall be completed within one day (same day as grass cutting). A well defined line shall be established and maintained. Trimming shall be at a height of not less than two inches and shall be the same height at which grass is cut.

Trimming and pinching of spent blooms, dead foliage, and unusual sprouts shall be removed every two weeks on a regular schedule.

C.2.2.2.1. Pest Control

The Contractor shall be responsible for developing and adhering to an Integrated Pest Management (IPM) Program as approved by the PO. Plant material should be healthy, robust, and in good appearance as a result of pest control. The Plan shall be submitted to the PO at least five (5) days before takeover. The IPM program shall include the following:

1. Initial Inspection:

Within the first 15 days after the takeover date of the contract, an initial inspection shall be conducted by the Contractor, Contractor's entomologist, and PO, if available. The purpose of this initial inspection is for the Contractor to evaluate any infestation of insects or disease to any landscaping on the OWFN-TWFN grounds. The Contractor shall identify the areas inspected and a description of the proposed treatment, including the pesticide products to be used, as well as the proposed date and time of treatment. The report shall be signed and dated by the Contractor and submitted to the PO within the time frame described above. The Contractor shall coordinate work with and supply the PO with a schedule of the proposed treatment but not more than 24 hours after receipt of PO approval. Any deviation from this schedule is to be reported to the PO

2. Inspections:

Thereafter, the Contractor and Contractor's entomologist shall conduct monthly pest evaluation surveys, with the exception of January and February, and the Contractor shall perform a check upon each site visit. These surveys shall identify and continually monitor pest infestation or disease occurrences, establish an aesthetic threshold for all pest population and disease advancement, and formulate a treatment program. The surveys shall be submitted with the next weekly report. For the "each site visit" survey, the Contractor shall submit a written report of any infestation to the PO with the weekly report. The plan shall include, as a minimum: the type of insect or disease found during the survey, location of infected areas, proposed method of treatment, and proposed preventive treatment. The Contractor shall notify the PO in writing 24 hours prior to beginning any treatments.

While performing grounds maintenance, the Contractor shall identify any carcasses of pests and notify the PO so the Custodial contractor can pick up and properly dispose of any carcasses of pests. The Grounds Maintenance Contractor shall fill rodent holes in the grounds with a PO-approved soil mixture.

3. Pesticide Products and Safety:

The Contractor shall be responsible for the safe use and application of the pesticides used in the treatments for insect and diseases on all landscape material. The Contractor shall adhere to the Occupational Safety and Health Administration (OSHA) standards for the products being used.

Any chemical used to control pests is a pesticide. Pests include insects, plant diseases, fungi, weeds, nematodes, snails, and slugs; therefore, insecticides, fungicides, and herbicides are pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous pesticide necessary to achieve total coverage of targeted plant material.

Before use, the Contractor shall submit to the PO a list of pesticides to be used along with the Manufacturer's Safety Data Sheet for each pesticide. Any changes to the pesticide products must first be approved in writing by the PO. Pesticides shall be properly labeled for the control of the target insects against which they are being used and the Contractor shall strictly adhere to label safety and use instructions.

The Contractor shall not apply any pesticide product that has not been included in the IPM Program and approved in writing by the PO. Pesticide application shall be according to need and not be scheduled. The Contractor shall be responsible for application of pesticides according to the label. The Contractor shall use only those pesticides which comply with the current provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973), and the regulations issued thereunder. Pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), state and/or local jurisdictions. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The environment, OWFN and TWFN occupants, and the public shall be protected at times. The Contractor shall utilize the use of organic pesticides wherever possible.

Under no circumstances shall the Contractor and/or his subcontractors be permitted to store any pesticide products in the OWFN and TWFN grounds.

4. Certification:

The Contractor and all personnel performing on-site pest and disease control service shall be certified as Commercial Pesticide Applicators in the categories of Exterior Ornamentals and Turf. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract. The Contractor shall furnish pest control permits and worker certifications, supervision, labor, materials, and equipment necessary to successfully accomplish full treatment pest control service for the grounds.

5. Insect and Disease Control:

As determined through the IPM surveys, only those specific ornamentals and lawn areas that have pest or disease problems shall be treated according to accepted practices.

- **Ornamentals**

Ornamentals shall be sprayed over a period not to exceed 48 hours when the action threshold has been reached, as determined by IPM surveys. Spraying shall be performed after working hours unless otherwise approved by the PO. If required, insects shall be treated in March with horticultural oil (only when the air temperature is to remain above 40 degrees Fahrenheit for a full 24 hours after application. Elm bark beetle shall be treated in the spring with an approved prophylactic insecticide; and other insects, mites, and diseases shall received treatment to control populations and/or severity, as determined by the IPM surveys.

- **Turf**

If the IPM surveys indicate a need, grubs shall be treated after core cultivation (April) and again before turf renovation (July or August). Other insects and diseases shall receive treatment to control populations and/or severity, when determined by the IPM surveys.

6. Weed Control:

Weeds on the OWFN and TWFN building grounds shall be eradicated and removed. The ground shall present a neat, well-maintained appearance at all times. As a minimum, weed control, with the exception of pre-emergent applications, shall be performed when weeds are actively growing, and shall include the killing and/or complete removal of all weeds from the following areas:

- a. **Ornamentals:**

Trees, shrubs, ground cover, and herbaceous perennials shall be weeded once every two weeks or as necessary to maintain a weed-free condition. The majority of this work must be accomplished by manual weeding; herbicides may only be used with the prior approval of the PO. If herbicides are utilized, care must be taken not to damage the plant material.

- b. **Turf:**

Lawn areas shall be treated twice a year with each application consisting of both pre-emergent and post-emergent (broadleaf) herbicides to coincide with the flowering of Forsythia locally, but only after core cultivation has been completed (March). A second treatment, if required, shall be applied eight (8) weeks later.

- c. **Non-planted Areas:**

Parking lots, sidewalks, gravel areas, etc., shall be weeded on the average of once every month, or as necessary, to maintain a weed-free condition.

d. Fences:

Fences shall be treated on the average of four (4) times every year (approximately April, June, August, and October), or as necessary to maintain a six (6) inch bare strip on both sides. The ground under the fences shall be treated for weeds with both pre-emergent and post-emergent broadleaf herbicides as needed.

7. Record keeping:

The Contractor shall be responsible for maintaining a complete and accurate pest management log. The log shall contain the following items:

- A copy of the IPM Program.
- A copy of the current label and EPA registration number for each pesticide used for the grounds, including the Material Safety Data Sheets.
- Pest surveillance data sheets which record, in a systematic fashion, the number of insects or diseases revealed by the Contractor's monitoring program for the grounds: e.g., number and location of infestation, which plants are affected, etc. The Contractor shall provide a sample of the format for the data sheets and an explanation of information to be recorded on them at least five (5) days before takeover of the Contract.
- This log shall be provided to the PO within five (5) workdays after takeover and any updates shall be provided with the weekly Friday report.

C.2.2.2.J. Use of Water

The Contractor shall apply sufficient water to moisten the soil and go below the root depth in order to encourage, sustain growth and development, in order to maintain healthy turf, flowers, plants, and shrubs on the OWFN-TWFN grounds. An underground sprinkler system has been provided for the purpose of watering turf, flowers, plants, and shrubs. If the sprinkler system is malfunctioning, the Contractor will be required to manually water the grounds. The Contractor shall use a method when watering flowers to avoid damaging stems, petals, and blossoms and shall monitor weather conditions in order to appropriately schedule frequency of watering. The NRC shall be responsible for the operation and maintenance of the underground sprinkler system including blowing the system down to prevent freeze-ups during the winter. The Contractor has full usage of the sprinkler system for adequate maintenance of the grounds. The Contractor shall have access to the irrigation system control box and have the ability to operate the system (e.g., set the automatic timers).

The Contractor may connect necessary equipment to NRC's existing hose bibs and water lines for the purpose of watering. The Contractor shall provide the hose and other equipment to properly apply the correct amount of moisture.

The Contractor shall apply sufficient water to moisten the soil and penetrate a minimum of six (6) inches. Water shall be applied uniformly over the surface of the grass, trees, shrubs and ornamental beds in sufficient frequency so that they do not turn brown or show signs of excess dryness. If necessary, the Contractor shall use a sprayer when watering flowers to avoid damaging stems, petals, and blossoms. Care shall be exercised when watering excessively dry planters.

The Contractor shall be required to water ornamentals and turf that are in planters on a regularly scheduled basis. Contractor personnel shall possess a knowledge of the cultural requirements of all plant material under this contract to assure that water is applied in the proper amount at the appropriate time. Adequate soil moisture necessary to encourage growth and development must be maintained without eroding planter soil or allowing surface puddling. A complete watering entails the use of all available hose bibs and/or any other means necessary, including use of a water truck, to water the entire premises. Plant material should be healthy, robust, and in good appearance as a result of planter-watering.

C.2.2.2.K. Maintenance of Flower Beds and Planters

A planter is defined as any structure made to contain plants, including turf, such as any planting which is not on grade with its contiguous surroundings. The concrete planters are located around the exterior perimeter of the OWFN/TWFN grounds. The Contractor shall ensure that flowers in flower beds and planters are kept in a horticulturally acceptable condition at all times. The Contractor shall perform the following:

1. **Watering:**
The Contractor shall water plants, ornamentals and turf, that are in planters on a regularly scheduled basis to maintain soil moisture necessary to encourage and sustain growth and development of flowers, and shall be required to apply water when testing or visual appearance indicate need.
2. **Weeding and Cultivation:**
During the growing season, the Contractor shall remove weeds at least once every two weeks. After weeding, the Contractor shall cultivate and restore edges.
3. **Trimming and Pinching:**
Spent blooms, dead foliage, and unusual sprouts shall be removed every two weeks on a regular schedule.
4. **Fertilization:**
In July, two pounds of 5-10-5 fertilizer per 100 square feet of area shall be applied.
5. **Pest Control:**
If pests become evident, appropriate pest control shall be provided by the Contractor (refer to Section C.3.5-F.)
6. **Winter Protection:**
Prior to the winter season, and at the PO's discretion, the Contractor shall provide and install protective fencing around the perimeter of flower beds and planters to discourage pedestrian traffic. The protective fence shall be approved by the PO prior to installation and removal at the end of the winter season.

7. **Edging:**
Ornamentals shall have a well defined edge established and maintained once every two weeks. All metal edging shall be kept in good appearance, including tamping and realignment.

C.2.2.2.L. Turf Renovation

The Contractor shall renovate the turf, once a year, between October 15 and November 15 as follows:

1. Locate and mark all underground irrigation heads.
2. Cut grass to a height of 1 to 1-1/2 inches.
3. Vertically mow (dethatch). If Contractor recommends core aeration instead of dethatching, Contractor must obtain PO approval.
4. Rake and remove all thatch and debris.
5. Fertilize grass as described under A. "Fertilizing" above.
6. Overseed at the rate of 4 pounds of seed per 1000 square feet of area. Apply seed in accordance with manufacturer's instructions. Seed should be applied uniformly by means of a power drill or power disc seeder, or equivalent, so that the seed is planted and covered with approximately 1/8 to 1/4 inch of soil. Seed shall be from the last available crop and will not be accepted with a test date of more than nine months prior to time of planting. The seed shall be the same blend as the grass on the OWFN and TWFN buildings grounds. The blends shall be determined by the Contractor based on laboratory analysis.
7. Immediately after seeding, the entire area shall be watered each day until the seed germinates, except in the event of rain.

C.2.2.2.M. Wood Chips and Sand

The Contractor shall provide wood chips and sand for the Day Care Center playground and ensure there are no bare spots at any time. The wood chips shall be clean, free of large pieces, applied to maintain a depth of six (6) inches, and be of quality established and approved for daycare. Wood chips shall not be of quality to cause splinters. Sand will be replenished to a depth of six (6) inches or a height level with the Daycare sidewalks. All sandboxes shall also be replenished and filled level with the Daycare sidewalks. The sandbox equipment shall be filled to 6" below seating. The Contractor shall check the wood chips and sand during each site visit and replenish as needed to meet the 6" requirements.

C.2.2.2.N. Leaf and Debris Removal

On a continuous basis, the Contractor shall remove leaves and/or other debris from the mulched areas, lawn areas, sidewalks, gutters, driveway, outside drains, outside exhaust grills, and other surfaces surrounding the OWFN and TWFN buildings to maintain a neat and clean appearance. At a minimum of once a week, the Contractor shall inspect these areas for removal of accumulated leaves and/or other debris. The Contractor's performance of this work shall be done in a careful manner that maintains mulch in a neat and clean appearance or damage to herbaceous or woody plant material.

C.2.2.2.O. Removal of Dead Trees, Shrubs, Flowers

The Contractor shall remove during each site visit, any shrubs and trees, including stumps, which are marked for removal by the PO. Where plants are removed, the hole shall be backfilled with topsoil, tamped, raked and shall be covered with either mulch or sod. After annual flowers have expired in the Fall, they shall be removed and destroyed. Flower beds and planters shall then be cleaned and made ready for the next tilling. Care shall be taken not to remove excessive amounts of soil. After perennial bulbs have flowered in the Spring, the Contractor shall cover the foliage with mulch and allow the foliage to die back to the ground.

For those plants that are removed because of Contractor's neglect or damage, such plants shall be replaced with the same species and size at the Contractor's expense. For those plants that are removed for whatever reason, other than the Contractor's neglect or damage, shall be performed as a reimbursable contract service only at the PO's approval.

C.2.2.2.P. Topsoil

Topsoil shall be provided for planting, top-dressing, leveling, and earthworking purposes. Topsoil shall be fertile, friable, natural surface soil obtained from well drained areas, representative of productive soils in the vicinity, and suitable for growth of grass and other plants. It shall be free of subsoil material, sticks, stones, weeds, debris, and other material harmful or toxic to growth. A sample, with analysis, shall be submitted to the PO for approval. Areas shall be cleared of all growth and debris, scarified, filled with topsoil, tamped and raked. Placement of topsoil shall meet existing grade, with allowance for sod in lawn areas. The Contractor shall check all areas every 30 days to ensure topsoil levels are maintained.

C.2.2.2.Q. Sodding

Bare ground requiring immediate coverage with turf shall be sodded with a certified mixture of 90 percent tall fescue, and approved tall fescue cultivar and 10 percent Kentucky blue grass, or the local premium species, as approved by the PO. Sod shall be in a healthy, vigorous condition, well established, uniform in color and density, and free of pests. Sod shall be cut a minimum of 1 inch thick and transplanted within 24 hours from time of being harvested. Areas to be sodded shall be cleared of all debris and raked smooth. Soil shall be loose and workable, but firm enough to provide proper footing. Sod shall be laid without voids in a brickwork fashion and tamped or rolled in place. Broken pads, and torn or uneven ends are not permitted. Sod laid on extreme slopes shall be installed at right angles to the slope and shall be anchored until

firmly rooted, by placing anchors a minimum of 2 anchors per sod section. The completed surface shall be uniform and conform to existing grade. Sod shall be thoroughly watered after installation and kept moist until it becomes thoroughly established. If necessary, the Contractor shall provide and install protective fencing.

C.2.2.2.R. Seeding

Bare ground and poorly performing areas not requiring immediate coverage with turf shall be cleared of all debris and unwanted vegetation, and raked smooth. Seed at the rate of 6 pounds of seed per 1000 square feet of area. Apply seed uniformly by means of a power drill or power disc seeder, or equivalent, so that seed is planted and covered with approximately 1/8 to 1/4 inch of soil. Seed shall be from the last available crop and will not be accepted with a test date of more than 9 months prior to time of planting. The seed shall be certified tall fescue and approved by the PO. Immediately after seeding, the area shall be mulched with straw that is no larger than 1/4 in diameter, free from weed seed, mold and foreign matter, and then watered and kept moist until even germination is achieved. If necessary, the Contractor shall provide and install protective fencing.

C.2.2.2.S. Acceptance of Completed Work

By 8:00 a.m. each Friday, the Contractor shall submit to the PO a completed Landscape Work and Inspection Report along with the Contractor's certification. The PO reserves the right to inspect each completed task. The PO shall certify acceptance of the work on the report and will give a copy of the certified report to the Contractor. The original report will be retained by the PO.

C.2.3 SNOW AND ICE REMOVAL

The Contractor shall perform snow and ice removal services, as set forth in this contract. The snow removal services shall include, as a minimum, the following:

Provide supervision, manpower, tools, supplies, chemicals, abrasives, equipment, vehicles, snow shovels, and other items determined to be needed for ensuring complete and continuous removal of ice and snow from the OWFN-TWFN facility, and consistent with the amount of snow and ice involved and predicted in weather forecasts. Monitor weather forecast warnings and advisories and use prudent judgement in mobilizing snow removal efforts.

Snow/ice removal service provided under the Contract shall be paid for on a firm fixed per event basis (See Section B.1). Snow/ice events shall be classified into three different categories, i.e., (1) ice or sleet event of any amount, (2) snow accumulation event of three (3) inches or less, and (3) snow accumulation event of three (3) inches or more. Snow accumulation will be determined by the National Weather Service snowfall official statistics at the Ronald Reagan Washington National Airport in Washington, D.C. There is no maximum time for a snow fall event, but a new snow event is not considered to have begun unless 24 hours have elapsed from the end of the previous snow fall.

Contractor personnel will be required to sign in and out at the log located at the guard booth as you enter the facility driveway. Invoicing shall include date, hours, times, number of personnel, labor rates, equipment, materials, and total.

The Contractor shall ensure that snow and ice which is deposited or formed during the night shall be removed prior to 6:00 am each day and on a continuous basis throughout periods when there is snow and/or ice which might accumulate. Ensure that snow and ice which is deposited from 6:00 am through 6:00 pm each day is also continuously removed from the areas described below. The snow removal requirements shall apply at all times throughout the workday, night, weekends, and holidays. The Contractor shall remove all snow and/or ice from OWFN and TWFN to include uncovering water hydrants and make accessible, entrances, entrance steps, landings, sidewalks including adjacent curbs, the sidewalk approaches, driveways, parking areas and approaches, ramps, benches, plazas, access area to flagpoles, loading dock areas, obscured signs, clear driveways to garages and garage entrances to permit entrance and exit of vehicles and people, and clear parking lot in rear of TWFN building, and including the pedestrian walkway across to the White Flint Country Daycare Center. Contractor shall remove any snow plowed into any of the above areas, whether so plowed by the contractor, by State or County authorities, or by any other entity.

The Contractor shall take safety precautions to minimize safety hazards due to ice and snow. Chemicals used shall be in accordance with applicable Federal specifications for that substance, local codes, and approval by the PO. When plowing snow, care shall be taken to avoid piling contaminated snow (mixed with de-icing compounds) onto lawns, flower beds, and plants. The Contractor shall be held responsible for damage to grounds and landscape caused by the application of chemicals and sand for snow and ice removal.

Only environmentally safe chemicals which are non-abrasive shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be EPA-approved. Refer to Section C.3.10 regarding the Manufacturer Safety Data Sheets (MSDS) requirement. All MSDS will be provided to the PO at least five (5) days before the takeover date.

Equipment, materials and personnel furnished shall be consistent with the amount of snow and ice involved as well as future weather projections.

C.3 GENERAL PERFORMANCE REQUIREMENTS

The general performance requirements set forth in Section C.3 are applicable to specific work requirements as identified in Section C.2 of this contract. In the event of any conflict between

the general performance requirements and the specific work requirements, the specific work requirements shall take precedence.

C.3.1 LOCATION OF FACILITY

One White Flint North (OWFN) (1,100 occupants)
11555 Rockville Pike, Rockville, MD 20852

Two White Flint North (TWFN) (1,200 occupants)
11545 Rockville Pike, Rockville, MD 20852

C.3.2 STATISTICAL INFORMATION

Grounds - The site sets on 3.82 acres (inclusive of buildings)

C.3.3 PERSONNEL REQUIREMENTS AND QUALIFICATIONS

C.3.3.1 General Services Required

The Contractor shall provide quality grounds maintenance services, including full performance of all requirements specified in the contract starting on the takeover date of the contract. Throughout this contract, references to "personnel" or "employees" of the Contractor shall be taken to refer also to personnel or employees of the subcontractor(s), if any.

The Contractor shall provide a sufficient number of capable and qualified employees necessary to fulfill requirements specified in this contract. The contractor shall also refer to the specific work requirements within Section C.2 herein.

The Contractor shall provide a Contract Manager (CM) and Alternate Contract Manager (ACM) and assure that these personnel conform to requirements of the Contract and that they are familiar with their responsibilities in their assigned positions. The CM and ACM are considered key personnel. Before the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the CO and PO for approval and modification to the contract. [Refer to Section H.2 Key Personnel]

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees shall be the responsibility of the Contractor, which is in respect the employer or the higher tier Contractor to the employer of such individuals. Accordingly, should any such personnel not conform to the minimum requirements of this contract, the Contractor shall accomplish the removal of such nonconforming personnel.

Each employee of the Contractor shall be a citizen of the United States or a residential alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, I-94 Work Authorization, or I-688A Temporary Resident Card (or as commonly called, a green card,). The CM and ACM are the only personnel who will be required to complete a security clearance and badging. This paperwork shall be furnished to the NRC Division of Facilities and Security through the PO together with the GSA Form 176, FD-258, and NRC form 89, all of which shall be typed and submitted to the PO. The NRC photo badging process is conducted at the OWFN building. The badging will be scheduled by the PO in coordination with the Contractor. The CM and/or ACM shall be on site during all work at the NRC. If there is a termination of the CM or ACM who are badged, the Contractor shall notify the PO in writing and return the NRC badge by 8:00 am the next workday.

The Contractor shall, in its dealings outside of or within the OWFN and TWFN grounds, represent that it is an independent Contractor and that its employees are neither agents, representatives, nor employees of NRC.

The Contractor shall not employ under this contract any person performing any court-imposed sentence or imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973. The Contractor shall not employ persons for work on this contract if such employee is identified to the contractor as a potential threat to the health, safety, security, general well-being or operational mission of this facility.

Upon the takeover date of the contract, the Contractor shall provide the CO and the PO with telephone and pager numbers which may be used at any time to directly contact the CM and the ACM at their homes or at other locations away from the OWFN and TWFN facility.

The CM or ACM shall be available by phone during normal duty hours within 30 minutes of being paged and shall be available on site within two (2) hours to meet at OWFN and TWFN with government personnel to discuss problem areas. The CM or ACM shall be available within one (1) hour after non-regular duty hours by telephone, pager or cellular phone and shall arrive at the OWFN and TWFN buildings within two hours of NRC's notification to respond to emergencies. If at any time the CM or ACM designated telephone or pager number(s) should change, the Contractor shall provide a complete updated written list of such numbers to the PO and the CO.

All contract and subcontract employees shall sign in and out at the beginning and end of their shift on an NRC-furnished sign in/sign out log maintained at the Guard Desk Driveway Booth. Alongside their signatures in the log, contractor personnel shall indicate their position title under this contract. The completed log sheets are the property of the NRC.

The Contractor shall arrange for supervision to ensure that performance standards of the contract are met. NRC guidance, direction, or criticism as deemed necessary will be directed to the CM or ACM. The Contractor shall not accept direction from anyone other than the PO or Alternate PO, or the CO.

The Contractor shall maintain a current listing of employees who will be working on site at NRC. The list shall include employee names, social security numbers, and U. S. Citizenship status. At least 5 days before takeover, the Contractor shall provide this listing to the PO. Any time there is a change in the listing, the Contractor shall update the listing and provide a copy to the PO by 8:00 am the next site visit.

The Contractor shall provide safety training to employees to ensure compliance with federal, state, and local laws or regulations related to their activities.

The Contractor shall provide a typed "Plan of the Week Report" to the PO on or before 8:00 am each Friday for the following week's work and work performed during the previous week. This report shall also list the tasks that were scheduled but not performed, along with a full explanation. This report shall provide a full description of the daily scheduled activities to include, as a minimum (listing time to be performed):

- Fertilizing
- Mulching
- Pruning
- Liming/Soil Tests

- Core Cultivation
- Shearing
- Grass Cutting
- Edging and Trimming
- Pest Control
- Use of Water
- Maintenance of Flower Beds and Planters
- Turf Renovation
- Wood Chips and Sand
- Leaf and Debris Removal
- Removal of Dead Trees, Shrubs, Flowers
- Topsoil
- Sodding
- Seeding
- Inspections
- Reports due

The Contractor shall meet with the PO and the CO on a mutually agreed upon date(s), approximately once a month for the purpose of discussing in detail the Contractor's accomplishments, outstanding work, future schedules, and other topics deemed necessary by any of the three parties. For planning and estimating purposes, these meetings will be approximately one hour long.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The Contractor shall provide each employee with an identification badge or patch. Identification shall be available prior to employment and shall be worn or attached to the outer garment at times. Contractor personnel will maintain high sanitation standards at all times.

The Contractor is cautioned that absences of employees or abrupt terminations of personnel could adversely affect the Contractor's ability to perform, however, their absence at any time shall not constitute an excuse for non-performance under this contract.

C.3.4 CONTRACTOR PERSONNEL

The Contractor company must submit a detailed portfolio of their history and five (5) years of their experience in Grounds Maintenance work.

C.3.4.1 Supervisory Personnel

The Contractor shall provide a Contract Manager and Alternate Contract Manager as key personnel under this Contract. The Contractor shall ensure that work required under this contract is supervised by either the Contract Manager (CM) or Alternate Contract Manager (ACM) and one of them shall be on site at all times when work is being performed, unless agreed to in advance by the PO. In the event that the CM or ACM is unable to perform their duties at any time, the Contractor shall provide a backup CM (with the same qualifications as defined below) so that there is no break in supervision. The CM or ACM shall be accessible either by telephone or pager between the hours of 6:00 a.m. and 6:00 p.m. Monday through

Friday, excluding Federal holidays as set forth in Section 3.6.2 below. In addition, the Contractor shall provide emergency number(s) for access to supervisory personnel at any time, e.g., emergency snow removal.

C.3.4.2. Qualifications

The Contractor shall provide a CM who shall be responsible for the performance of the work under this contract. The name of this person and an alternate who shall act for the contractor when the manager is absent, shall be identified in the contract as Key Personnel. The CM or ACM is the person designated by the Contractor who has complete authority to act for the Contractor in a management capacity on contract matters relating to the daily operations of this contract during the term of the contract. In this capacity, the CM or ACM shall direct and/or supervise work being performed as required by this contract.

The CM and ACM (or backups) shall possess a thorough knowledge of the theory, principles, and practices of the field of grounds maintenance, to include horticulture, landscaping, landscape design, grounds, snow and ice removal, and snow removal equipment, and an ability to plan, organize and execute maintenance plans, designs, and quality control plans for Grounds Maintenance, Snow Removal, Ice Removal, and Pest Control for Grounds. In addition, the CM, ACM, and backups who are engaged in managing this contract shall possess a minimum of five years of recent, responsible, and successful experience (within the past seven years) in supervising and managing the grounds maintenance for facilities of similar size and characteristics to the OWFN and TWFN grounds. A detailed description of the previous five years of employment history is required for the proposed CM, ACM, and backups. The CM, ACM, and backups must be a U. S. Citizen, able to read, write, speak, and understand the English language fluently. They must also have a thorough knowledge of this contract and be able to understand and communicate contract requirements.

The Contractor shall ensure that employees have current and valid professional certifications before starting work under this contract and are in compliance with applicable federal, state, and local environmental requirements or laws, e.g., commercial drivers licenses for equipment operators, landscape certification and pest control certification,

Beginning on the takeover date of the contract, the Contractor shall provide a full staff of personnel who shall be capable employees, trained, experienced and qualified in all requirements identified in this grounds maintenance contract.

If either the CM or ACM is not a Certified Horticulturist and a Certified Arborist, the Contractor shall have the following on staff, based in the metropolitan Washington, D. C. area, and available for the performance of work under this contract. Individuals who are independent consultants retained by the Contractor do not meet the criterion of full time employee.

1. A Certified Horticulturist who has a degree in Horticulture from an Accredited 4-year University or College and/or a professional certification as a Certified Horticulturist and abides by the standards established by the American Association of Nurserymen, Maryland Chapter.

2. A Certified Arborist who is certified by the International Society of Arboriculture and abides by the standards established by the National Arborist Association.
3. A Certified Commercial Pesticide Applicator who is certified by the District of Columbia or State of Maryland. The Contractor and all personnel performing on-site pest, including weed, and disease control service are certified as Commercial Pesticide Applicators in the category(ies) of Exterior Ornamentals and Turf. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under this contract.
4. Copies of certifications and Key Personnel Resumes are to be provided as part of this solicitation. Adequate proof, including subcontractor certification shall be supplied.

C.3.5. PERSONNEL CONDUCT

In performing its work under this contract, the Contractor and subcontractor(s) (if any) and its employees will consistently conduct themselves in a professional manner while performing work on the OWFN and TWFN building premises.

The Government has a zero tolerance for substance abuse, inclusive of drugs, alcohol, and sexual harassment. Contractor employees shall not exhibit any behavior towards Government employees that may be considered to be sexual harassment, e.g. sexual advances toward and/or harassing Government employees or exhibit any other offensive conduct. Therefore, before the takeover date of the contract, and on an annual basis thereafter, the Contractor will provide sensitivity training for its employees with respect to appropriate interpersonal relations. In addition, the Contractor will ensure that any subsequent new employees assigned to work on this site also receives sensitivity training within 30 days. Certification will be provided to the PO within 15 days after the effective date of the contract, within 15 days after the effective date of each Option Year, if exercised, and within 15 days after any new employee is assigned to this site.

The Contractor employees shall refrain from playing any radio or sound producing equipment for non-work purposes on NRC grounds unless specifically permitted to do so, in writing, by the PO.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The Contractor shall require employees, including any subcontractor, to wear distinctive uniform clothing for ready identification, and shall ensure that such employees are in uniform upon the takeover date of the contract and each day thereafter. The uniform shall have the company name and the individual employee's name easily identifiable and such names shall be attached in a permanent or semipermanent manner, such as a badge or a monogram. Any color or color combinations, as appropriate, may be used for the uniforms. However, Contractor employees shall wear uniforms of the same color or color combinations. As a minimum, the contractor's uniform shall consist of a shirt and pants. Contractor personnel will maintain high sanitation standards at all times.

C.3.6 HOURS/DAYS OF OPERATION

C.3.6.1 HOURS OF OPERATION

A. NRC Regular Working Hours

The Regular NRC Working Hours of the OWFN and TWFN building occupants range from 6:00 a.m. to 6:00 p.m., Monday through Friday excluding Federal holidays specified in Section C.3.6.2 below. NRC working hours are frequently varied and do not necessarily coincide with the Regular NRC's Working Hours.

B. Contractor Availability

The Contractor shall be available by telephone or pager between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding Federal holidays as set forth in Section 3.6.2 below. In addition, the Contractor shall provide emergency number(s) for access to supervisory personnel at any time, e.g., emergency snow removal.

C. Scheduling Work

The majority of the work shall be performed within the normal five (5) day work week observed by occupants of the site, holidays excluded. Any work performed outside of normal working hours shall be done at no additional cost and shall commence only after prior approval for such work has been obtained from the PO.

C.3.6.2 DAYS OF OPERATION

Throughout this contract, references to numbers of days will be understood to mean numbers of government official working days and will exclude Saturdays, Sundays, and Federal holidays.

The following holidays are recognized by the Federal Government:

- New Year's Day
- Inauguration Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Should a holiday fall on a weekend, the day designated by the Government will be recognized as the holiday. Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays will also be observed by the Contractor.

C.3.7 SERVICE REQUESTS

The Contractor shall refer to Section C.2.2 for their responsibilities in performing the grounds maintenance services. In addition, the PO may issue a request to the Contractor at any time, to investigate and/or to take any necessary corrective action.

C.3.7.1 Work Request Tracking and Closeout

The Contractor is required to closeout each service request to include the date and time the Contractor responded to the problem, corrective action taken, the date and time corrective action was completed, total staff hours expended, a description and cost of any materials/supplies used, and the name of contractor personnel who performed the quality control inspection. A consolidated Work Request Tracking and Closeout Report shall be submitted to the PO within five days after the end of each month.

C.3.8 PROPERTY

C.3.8.1 NRC-FURNISHED PROPERTY

The NRC shall provide to the Contractor, without charge to the Contractor, the following utilities which shall be used only for official NRC business in the performance of this contract and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or Contractor employees and any subcontractors.

The NRC shall furnish the following utilities:

- A. Electrical power at existing outlets for the Contractor to connect such equipment as is necessary in the conduct of its work. Electrical demands of such equipment shall not exceed 120V.
- B. Cold water as necessary, limited to the normal water supply provided in the building.
- C. Sprinkler system and hose bibs for grounds.

C.3.8.2 CONTRACTOR-FURNISHED PROPERTY

The Contractor shall furnish parts, supplies, materials, and equipment necessary to comply with the requirements of this contract, other than those NRC-furnished property as described in Section C.3.8.1 above. The NRC assumes no responsibility whatsoever for loss or damage to the Contractor-furnished property to include supplies, materials, and replacement parts or equipment.

A. Contractor-Furnished Property Requirements

Beginning with the takeover date of the contract, the Contractor shall provide its own parts, supplies, materials and equipment (hereinafter referred to Contractor-furnished

property) in such quantity as necessary to assure continuous compliance with performance of the requirements in this contract. Under no circumstances whatsoever, should the quantity of any single item of Contractor-furnished parts and supplies for any area under Grounds Maintenance become depleted.

The Contractor shall refer to Section C.3.9 for publications and forms.

The NRC reserves the right to furnish to the Contractor any parts, supplies, materials and/or equipment that are beyond the requirements of this contract, e.g., upgraded, rather than standard, components or parts. In such case, the nonstandard items may be acquired by the NRC and furnished to the Contractor for installation.

All Contractor-acquired tools and equipment purchased under this contract shall be dedicated for performance of work during the entire period of performance under this contract. Such Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.

Any plant materials purchased for and/or installed as part of this contract are the property of the government.

B. Environmental Considerations

Contractor-furnished property shall be the most beneficial to the environment available in the commercial market, e.g., fertilization material and insect control products. In the event that environmentally-beneficial products are determined by the Contractor to be either significantly more expensive when compared to a less environmentally desirable product, or the quality of such product is unacceptable when compared to less environmentally desirable equivalent, the Contractor shall consult with the PO for the purpose of determining whether the PO shall waive this requirement in that instance. Absent such waiver, the Contractor shall supply the environmentally- preferred product at no additional cost.

The Contractor, to the extent practicable, shall use non-polluting power equipment. On days when warnings are issued that the region may exceed the federal health standard for ozone, minimize the use of all gasoline power equipment. The Contractor shall fully instruct all employees on the proper and careful manner in which to fuel equipment. All gasoline containers utilized by the Contractor shall be equipped with advanced system pour nozzles that incorporate self enclosed venting systems and automatic pour stops to reduce spillage and evaporation.

C.3.9 PUBLICATIONS AND FORMS

The publications and forms listed below are incorporated into this contract by this reference. The Contractor shall follow the prescribed use of these publications and shall use those forms to the extent (a specific procedure in a paragraph, section, chapter, or volume) specified in this contract. The Contractor shall be guided by those publications and regulations which are current at the time of contract.

1. Public Federal Law:
 - a. EPA Regulations (EPA)
 - b. OSHA Regulations (DOL)
 - c. DOL Regulations (DOL)
 - d. National Energy Conservation Policy Act (NECPA of DOE)
 - e. Federal Supply Product Standard (FSS)
 - f. Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973).
 - g. 29 CFR 1910/1926.
 - h. 40CFR 761
 - i. Presidential Memorandum, "Environmentally and Economically Beneficial Landscaping" April 26, 1994. See Attachment 2.

2. Standards:
 - a. National Fire Protection Association (NFPA)
 - b. Underwriters Laboratories, Inc. (UL)
 - c. National Arborist Association
 - d. American Association of Nurserymen
 - e. International Society of Arboriculture

3. Forms:
 - a. I-151, Alien Registration Receipt Card
 - b. I-94, Work Authorization
 - c. I-688A, Temporary Resident Card
 - d. FD 258, Finger Print Card
 - e. GSA 176, Personal History
 - f. I-9, Employee Information and Verification
 - g. NRC 89 Photo Identification Badge Request
 - j. NRC Sign In/Out Log Sheet
 - i. MSDS, Material Safety Data Sheets
 - j. OEP, NRC Occupant Emergency Plan
 - k. NRC Inspection Forms

C.3.10 MATERIAL SAFETY DATA SHEETS

At least five (5) days before the takeover date, the Contractor and subcontractor shall submit to the PO a copy of the Material Safety Data Sheets (MSDS) for each chemical that the Contractor shall use for accomplishment of the specific work requirements as set forth in this Contract. The Contractor shall submit an updated MSDS whenever a different chemical is used.

C.3.11 SCHEDULING WORK AND REPORTING ACCOMPLISHMENTS

Grounds work may be performed during the day, evenings, or weekends. Snow removal shall be accomplished as discussed in Section C.2.3.

The Contractor shall perform all services in accordance with the Contractor's Grounds Maintenance Plan, Landscape Design Plan, Snow Removal Plan, and all other requirements in this contract..

All work shall be performed only by qualified personnel, as identified in the contract and who are fully knowledgeable and experienced in all requirements of the contract.

A. Yearly Grounds Maintenance Plan

At least five (5) workdays before the takeover date of the contract, the Contractor shall submit a written yearly plan to the PO which provides all labor, supervision, equipment, and supplies that will be required to perform the grounds maintenance requirements in this contract. The plan shall outline the work and schedules to accomplish the grounds maintenance requirements. Only upon written approval of this plan by the PO shall the Contractor initiate the grounds maintenance services.

Grounds maintenance, for which scheduled maintenance is to be performed less frequently than annually, shall be scheduled for completion during the initial year service under this contract.

B. Yearly Landscape Design Plan

At least five (5) workdays before the takeover date of the contract and at least 90 days before the commencement of each option year thereafter, the Contractor shall submit a landscape design plan as outlined in C.2.2.1 above.

C. Monthly Schedule and Report

- **Upcoming Month's Schedule**

At least five (5) days before the takeover date of the contract, the Contractor shall submit a written monthly schedule to the PO which outlines the schedule of grounds maintenance work to be accomplished during the upcoming month, identified by week. The monthly schedule shall include specific areas, day of week and time of day work will commence. The monthly schedules shall be reviewed and approved by the PO prior to the Contractor performing grounds maintenance work. Any deviation from the PO-approved schedule shall require additional prior approval by the PO.

Thereafter, subsequent monthly schedules shall be submitted to the PO at least five (5) workdays prior to the beginning of each month. Any changes to the schedule shall be provided to the PO at least 24 hours before the work is to be performed.

When any work is to be done that is disruptive to daily operations or occupants, the Contractor shall provide the PO with ten (10) work days advanced written notice that includes a definite date and time that the work shall be performed, so that the PO may be available to inspect the work before, during, and after the work is performed. If the Contractor has to, for whatever reason, change the pre-established date and time, the Contractor shall notify the PO with a revised date and time. It is the PO's discretion to be available during the Contractor's performance of work. The PO has the authority to change contractor's schedule.

- **Previous Month's Report**

The Contractor shall submit a monthly grounds maintenance report to the PO five (5) workdays after the beginning of each month. This report shall include a list of the previously planned scheduled work, actual work performed, date that the work was completed, deficiencies identified and corrected, deficiency abatement program, and the status of work not completed from the previous month.

D. Weekly Report

Provide a typed "Plan of the Week Report" to the PO on or before 8:00 am each Friday for the following week's work. This report shall provide a full description of the daily scheduled activities to include, as a minimum listing date/day and time to be performed):

- Fertilizing
- Mulching
- Pruning
- Liming/Soil Test
- Core Cultivation
- Shearing
- Grass Cutting
- Edging and Trimming
- Pest Control
- Use of Water
- Maintenance of Flower Beds and Planters
- Turf Renovation
- Wood Chips and Sand
- Leaf and Debris Removal
- Removal and Dead Trees, Shrubs, Flowers
- Topsoil
- Sodding
- Seeding
- QC Inspections
- Reporting Requirements

The Contractor shall also document the grounds work performed for the previous week on a PO-approved Complete Work Report provided by the Contractor. This report shall include a list of the previously planned scheduled work, actual work performed, date that the work was completed, deficiencies identified and corrected, deficiency abatement program, and the status of work not completed from the previous week. The Contractor shall sign the report certifying work completed.

E. Chemical Log

The Contractor shall develop and maintain a written log which details chemicals used, quantity and field test control. This log shall be provided to the PO five (5) work days after the beginning of the month or made available at the PO's request anytime. The Contractor shall continuously maintain a log that documents grounds problems encountered, prospective problems, inspections conducted by the Contractor and the corrective action taken. On a daily basis during the term of the contract, the Contractor

shall submit this documentation log to the PO by 8:00 a.m. of the day following performance of the services inspected.

C.3.12 MISCELLANEOUS REQUIREMENTS

1. Water faucets or valves shall be fully turned off after the required usage has been accomplished. Contractor personnel shall report dripping faucets or leaks to the PO who will notify the operation and maintenance contractor.
2. Turn in lost and found articles to the OWFN P-1 Security Central Alarm Station.
3. Notify a Security Officer when an unauthorized or suspicious person is seen on the premises.

C.3.13 SAFETY REQUIREMENTS

The Contractor shall ensure that their drivers follow prudent safety practices while operating registered and insured motor vehicles. Also, vehicles must have operable parking and emergency parking systems, backup alarms, and wheel shocks. The driver shall ensure that engines are turned off while parked.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

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

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

E.3 NRC PROJECT OFFICER'S INSPECTION REPORT

The Contractor shall refer to Section G.4, PAYMENT DEDUCTIONS FOR NON-PERFORMANCE OR UNSATISFACTORY PERFORMANCE, regarding the NRC Project Officer's Inspection Report.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

The contract period for the phase-in task will commence on November 8, 1999 and will expire on November 30, 1999. The contract base period shall commence on December 1, 1999 and will expire on November 30, 2000. The term of this contract may be extended at the option of the Government for four additional 12-month periods.

F.3 PLACE OF PERFORMANCE

The services to be provided under this contract shall be performed at the One White Flint North Building and the Two White Flint North Building outside grounds. Refer to Section C.3.1, Location of Facilities.

F.4 PLACE OF DELIVERY--REPORTS

The reports and all other deliverables to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to the Project Officer and Contracting Officer. Also, refer to the clause, "Project Officer Authority," in Section G of this contract for the Project Officer's address and to Page One of this contract for the Contracting Officer's address.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-34, entitled "Payment By Electronic Funds Transfer - Other Than Central Contractor Registration".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" which will be provided to the awardee. 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 ACH Coordinator should 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, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

G.2 PAYMENT ADJUSTMENTS FOR SUSPENSION OF WORK OF THE BASIC CONTRACT SERVICES

1. In the event the basic contract services (See Section C.3) are not provided or required by the NRC because the OWFN and TWFN buildings are opened later or closed earlier during the day because of inclement weather or unanticipated holidays, or because the OWFN

and TWFN buildings are closed for the entire day because of inclement weather, unanticipated holidays, failure of Congress to appropriate funds, etc., the Contracting Officer will make the appropriate payment adjustments. The payment adjustments will be computed as follows:

A. The adjustment rate in dollars per hour will be equal to the total dollars per day divided by 12 hours per day. The hourly rate will be multiplied by the number of hours that service was not provided or required.

B. The adjustment rate in dollars per day will be equal to the total dollars per month divided by 21 days per month. The daily rate will be multiplied by the number of days that service was not provided or required.

[End of Clause]

G.3 PAYMENT DEDUCTIONS FOR NONPERFORMANCE OR UNSATISFACTORY PERFORMANCE

1. The major objective of the Government is to obtain complete and satisfactory performance in accordance with the terms of the contract. To comply, the Contractor shall complete his performance of each job, meeting the quality of work and meeting key personnel requirements (Refer to Section H.2). Failure to accomplish the specifications of the contract justify deductions to the Contractor.

2. The Contractor shall refer to Section J Attachment 1 which will be used by the NRC to determine monetary deductions for nonperformance of work under this contract, or deficiencies in the work performed or for failure to respond to requests for service, or to meet any other requirements of contractual specification.

3. Assessment of Nonperformance Deductions:

A. The NRC Project Officer and Project Officer Alternates will notify the Contractor of proposed deductions through QA inspection forms and e-mails from the PO.

B. The Contractor shall provide written acceptance or dispute/rebuttal to each proposed deduction within three (3) work days from receipt of the proposed deduction notification.

C. The NRC will review the rebuttal correspondence to determine if a deduction should be assessed.

D. The Contracting Officer will issue a letter to the Contractor not later than 15 work days following the month for which deductions have been assessed, informing the Contractor of the total monthly deductions taken for the associated period.

E. Total deductions will be taken from the Contractor's monthly invoice.

G.4 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name: To be named at time of award

Address: U.S. Nuclear Regulatory Commission
Division of Facilities and Security
MS T-7D24
Washington, DC 20555

Telephone Number: fill in at time of award

Alternate Project Officer: To be named at time of award
Phone: fill-in at time of award

(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, fills in details, or otherwise serves to accomplish the contractual statement of work.

(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 cause 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.

(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.

(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.

G.5 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages as set forth in Section J Attachment 1 of this contract.

(b) Alternatively, if delivery or performance is so delayed, the

Government may terminate this contract in whole or in part under the Default - Fixed - Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed- Price Supply and Service clause in this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

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

H.2 2052.215-70 KEY PERSONNEL

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Contract Manager
Alternate Contract Manager

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 3 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and the NRC project officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also

contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.3 SITE ACCESS BADGE PROCEDURES (FEB 1995)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. For additional information, see Section C.3.3.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable typed Form 176 (Statement of Personal History), and two typed FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the

contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

H.4 SIGN IN/SIGN OUT LOG

For contract administration and handling access control, all contract (and subcontract) employees shall print their name and sign in and out at the beginning and end of their shifts on a log maintained at the first floor lobby guard's desk in the OWFN building. Contractor supervisors shall indicate their position titles alongside their signature. The log shall be provided to the CO or the PO upon request.

H.5 CONTRACTOR'S DUTY TO SAFERGUARD SENSITIVE UNCLASSIFIED INFORMATION AND CLASSIFIED INFORMATION

In the performance of work under this contract, the Contractor shall, in accordance with NRC security regulations and requirements, be responsible for safeguarding any sensitive unclassified or classified information that it may inadvertently have access to during performance of work under this contract. The contractor agrees to comply with all security regulations and requirements of the NRC.

H.6 MATERIAL SAFETY DATA SHEET (JAN 1992)

The contractor shall submit 4 copies of Material Safety Data Sheet(s) (MSDS) for all hazardous materials, as prescribed in Federal Standard No. 313C, dated March 1, 1988. The MSDS shall be submitted to the NRC Project Officer a minimum of 5 working days prior to the delivery of the product at the worksite. The MSDS will be maintained in agency files. The contractor shall clearly annotate on each MSDS the location and purpose of its use.

Five (5) working days after the NRC Project Officer's receipt of the MSDS, the contractor may proceed to use the product for its intended purpose. The contractor shall ensure that the product is used in accordance with 1) the manufacturer's instruction; 2) MSDS

information; and 3) applicable Federal and state laws. In addition, the contractor shall maintain a copy of all submitted MSDS at the job site.

H.7 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.

H.8 INSURANCE

The requirement of Clause 52.228-5 - Insurance--Work on a Government Installation, is supplemented to provide that the general liability policy shall name "The United States of America" acting by and through the U.S. Nuclear Regulatory Commission as an additional insured with respect to operations performed under this contract.

The following reflects the Government's minimum amounts of insurance required for performance of work under this contract:

\$500,000 per occurrence for bodily injury, and
\$500,000 per occurrence for property damage.

[End of Clause]

H.9 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

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

[End of Clause]

H.10 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (NOV 1994)

The NRC will provide the contractor with the equipment/property identified under Section C.3.8.2 of this contract. Only the

equipment/property listed in C.3.8.1 in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property Clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

[End of Clause]

**H.11 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(NOV 1989)**

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

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	OCT 1997
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	JUL 1995

	ACT-OVERTIME COMPENSATION	
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.222-50	NONDISPLACEMENT OF QUALIFIED WORKERS	AUG 1997
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	MAR 1994
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 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 30 days of contract expiration provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL
HIRES (MAY 1989)**

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

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits
Grounds Maintenance Laborer	9.05
Medium Truck Truckdriver	14.46
General Clerk III	11.79

**I.4 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
SAFETY DATA (NOV 1991) ALTERNATE I (JUL 1995)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the

Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)

Identification No.

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

**I.5 52.223-9 CERTIFICATION OF PERCENTAGE OF RECOVERED
MATERIAL CONTENT FOR EPA DESIGNATED ITEMS
(OCT 1997)**

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor shall execute the following certification:

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify

that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

		Estimate		Total
value of	of EPA designated item	dollar	Percentage	
recovered designated	material item	content *	EPA	
.....
.....

* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to

*To be completed in accordance with agency procedures.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

Attachment No.	Title
1.	Grounds Maintenance Quality Requirements and Standards
2.	Grounds Landscape Chart
3.	Identification List of Landscape Beds
4.	Resume Format
5.	NRC Form 89 - Photo Badge Request
6.	U.S. Dept. of Labor Wage Determination
7.	Billing Instructions
8.	GSA Form 176 and FD-258
9.	Past Performance Questionnaire
10.	Inspection Form
11.	Presential Memorandum "Environmentally and Economically Beneficial Landscaping" 4/26/1994

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	FEB 1999
52.223-4	RECOVERED MATERIAL CERTIFICATION	OCT 1997

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) those prices;

(ii) the intention to submit an offer;, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the

purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[]
TIN:

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[]

Other-----

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name-----

TIN-----

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary,

division, or business segment, and similar positions).

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 7349.

(2) The small business size standard is \$12.0 million [average annual receipts for 3 preceding fiscal yrs].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror

represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

(III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel, and consultants are accurate.

K.11 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts, and as set forth in the above-cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) The offeror hereby certifies that there [] are [] are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.237-1	SITE VISIT	APR 1984

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.

- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mary H. Mace

Hand-Carried Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
11545 Rockville Pike
Rockville MD 20852

Mailing Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
11545 Rockville Pike
Washington DC 20555

(b) The copy of any protest shall be received in the office designated

above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far

L.6 2052.215-76 DISPOSITION OF PROPOSALS

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

L.7 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or person acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

L.8 DURATION OF CONTRACT PERIODS

The duration of the contract periods are estimated to run as follows: Offerors shall use these periods in developing their proposed prices in Section B.

Phase-In Period 11/8/1999 to 11/30/1999
Base Period 12/1/1999 to 11/30/2000
Option Year One 12/1/2000 to 11/30/2001
Option Year Two 12/1/2001 to 11/30/2002
Option Year Three 12/1/2002 to 11/30/2003
Option Year Four 12/1/2003 to 11/30/2004

L.9 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

L.10 TIMELY RECEIPT OF PROPOSALS

All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors shall allow extra time for internal mail distribution. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

L.11 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

L.12 INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION

If you want to be considered for award, you must (1) submit a SF33 offer, (2) submit specified pricing information, (3) submit a written technical proposal on the topics set forth below.

L.12.1 OFFERS (PROPOSALS)

Offers must include the following items in an original and one (1) copy:

- Standard Form 33, "Solicitation, Offer and Award" with blocks 12 through 18 completed by the you.
- RFP Section B, "Supplies or Services and Prices/Costs," with the your proposed contract line item prices inserted in the appropriate spaces.
- RFP Section K, "Representations, and Certifications and Other Statements of Offerors," completed by the you.

Your offer must also communicate your unconditional assent to the terms and conditions in this RFP including any attachments and documents incorporated by reference. Our acceptance of your offer will create a binding contract between us. Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, your failure or refusal to assent to any terms and conditions of this RFP, or your imposition of additional conditions, or any material omission in your offer, will constitute a deficiency, which will make your offer unacceptable to us.

The only way to correct a deficiency would be through discussions (see FAR 15.306(d)). However, we intend to award a contract without discussions as permitted by FAR 15.306(a) and FAR 52.215-1. Therefore, we advise you to consult with our contracting officer before submitting an offer that takes exception to any term or condition of this RFP, or imposes any additional condition, or omits any required information. We reserve the right to conduct discussions and to permit offerors to revise their proposals if we think it is in our interests to do so.

L.12.2 PRICING INFORMATION

The pricing information shall include the following in an original and four (4) copies and shall be submitted to the NRC by the closing date and time for offers:

Offerors shall provide a pricing breakdown in the cost element format delineated below for each contract line item listed in Sections B.1.1 thru B.1.5. In addition, for the contract line item in Section B.1.1 which covers the initial base year planting, offerors shall breakdown and show on a separate sheet the proposed price for each bed (as numbered per Attachments 2 & 3). Offerors shall indicate what type of plants, trees or shrubs are being proposed for each bed. Offerors are requested to provide the current and complete name, address and telephone number of your cognizant government audit office.

Prices proposed in Section B shall be inclusive of all requirements as set forth in this solicitation, i.e., the performance requirements as set forth in Section C and the reporting/deliverable requirements set forth in Section C.

(a) Labor: List all applicable labor categories, number of hours for each category, and labor rates. Provide a total cost for all applicable labor categories. NOTE: Do not include subcontractor labor costs in this category - refer to subparagraph (d) below for listing any subcontractor labor costs.

(b) Fringe Benefits and Labor Overhead: List all labor overhead categories, such as FICA, Workman's Compensation, etc., as well as a breakdown of the fringe benefits. Include the percentage rate for each category. Provide a total cost for labor overhead.

(c) Other Direct Costs (Supplies, Equipment, Replacement Parts, etc.): For each specific work line item, list all proposed direct cost items by description, item unit costs, and quantity. Provide a total cost for other direct costs.

(d) Subcontracts: Identify each proposed subcontractor and the total amount for each subcontract. Include a breakdown of all cost elements such as required for the Prime offeror, for each subcontractor. Provide current and complete name, address and telephone number of the cognizant audit office for each subcontractor. Provide a total cost for each subcontract costs and a grand total of all subcontract costs. If you plan to subcontract any of the work to be performed, the offeror should assure that your proposed subcontractor(s) submit their breakdown through you, rather than directly to the Government. You should incorporate the information from all of your proposed subcontractors into your own proposal to the Government.

(e) Indirect Costs: Other than the labor overhead category as discussed in subparagraph (b) above, provide percentage rates for each indirect cost, such as General and Administrative costs, etc. Provide a total cost for indirect costs.

(f) Profit: Provide proposed profit amount for each line item.

L.12.3 WRITTEN TECHNICAL PROPOSAL

Offerors shall submit the written technical proposal prescribed below to the NRC in an original and four (4) copies by the closing date and time for offers.

EVALUATION FACTOR NO. 1 - UNDERSTANDING OF THE GOVERNMENT REQUIREMENTS

1. Offerors shall submit their written plan for performance of the contract requirements and the deployment of the proposed personnel. The plan shall include a discussion of each of the performance areas described in Section C of this solicitation. These areas shall be presented in the order which they appear in Section C, the SOW.
2. Offerors shall submit their written quality control plan for performance of this contract. The Plan shall identify the quality control methods and measures to be implemented and to achieve and maintain the quality requirements specified.
3. Offerors shall submit their written organizational plan for performance of this contract. The Plan shall discuss the structure, authority, responsibility, and controls to be used to assure performance of the contract requirements. Offerors shall address how their administrative office functions will be performed and what staff members shall perform them.
4. Offerors shall address the nature of the supplies (as defined by FAR 52.211-5 Material Requirements) they propose to use in performance of the contract.

EVALUATION FACTOR NO. 2 - PAST PERFORMANCE

Offerors shall provide documentation to support their performance on the identified contracts such as letters of commendation, awards received, etc. Offerors shall provide information on accomplishments and problems encountered on the contracts and subcontracts identified in Factor No. 3 below. Offerors shall discuss whether they have had prior contracts terminated for default, whether they have received any show cause letters, cure notices or poor performance letters. Offerors shall discuss any disputes that may have arisen under the contract identified in Factor No. 3 below.

Offerors and each proposed subcontractor shall obtain Past Performance Questionnaires from at least five references identified in Factor No. 3 below (See Section J Attachment No. 6, Past Performance Questionnaire). Offerors shall include the completed questionnaires for themselves and their proposed subcontractors in sealed envelopes as part of the Written Supporting Documentation submitted to the NRC by the closing date of this solicitation. The NRC reserves the right to contact other sources of past performance information as its discretion including, but not limited to, the following: others from the Evaluation Factor No. 3 list below, Federal, state and local government agencies, better business

bureaus, published media, and electronic databases.

EVALUATION FACTOR NO. 3 - CORPORATE EXPERIENCE

You must provide the following information on your corporate experience, as the Prime Contractor, and the corporate experience of your subcontractors in performing the type of services (i.e., snow removal and grounds maintenance) described in this solicitation. You and your proposed subcontractors shall include information for you and your subcontractors on all similar contracts completed in the last five years and all current contracts. Corporate experience is considered similar in complexity if the functions performed and control you exercised are generally the same as required under this solicitation.

- 1) Contract number
- 2) Type of facility and gross square footage of grounds
- 3) Estimated annual dollar value of the contract
- 4) Identify all the services you performed under the contract or subcontract
- 5) Identify any services you subcontracted and estimated annual cost of each subcontract
- 6) Type of contract (e.g., cost reimbursable, incentive fee, fixed price, etc.)
- 7) Date of contract start and term
- 8) technical and business points of contact, titles, companies and current addresses, valid area codes, and telephone and facsimile projects with specific locations.

EVALUATION FACTOR NO. 4.- KEY PERSONNEL QUALIFICATIONS

Offeror shall submit resumes for each proposed key personnel for evaluation of their qualifications. As a minimum, each resume shall contain the following information (see sample at Section J Attachment no. 4):

- 1) Years of experience in all work relevant to this solicitation that provides support for knowledge, skills and experience in managing personnel similar to the requirements as outlined in Section C.
- 2) List of all formal education and training.
- 3) Evidence that the proposed personnel meet the qualification requirements specified in Sections C.3.3 and C.3.4 of the solicitation including certifications required by Section C.
- 4) A list of references and telephone numbers.
- 5) Letters of commitment for key personnel.

NOTE: The NRC may require that offerors substantiate the credentials, education, employment history of its employees, and subcontractor personnel through submission of copies of transcripts, diplomas, licenses, etc.

(End of Provision)

L.13 SITE VISIT AND QUESTIONS AND ANSWERS

A site visit will be held on October 6, 1999 at 1:00pm. Point of contact for site visit attendance will be Camille Kime at 301-415-7553. Offerors should report to the TWFN lobby at 1:00pm for the site visit. TWFN is located at 11545 Rockville Pike, Rockville, MD. No other organized site visits will be held.

The NRC will endeavor to answer questions regarding this solicitation before the RFP closing date. In order for the NRC to issue timely responses, we are asking that all questions be submitted by October 8, 1999 to facsimile 301-415-5761 attn: Stephen Pool. We cannot promise that there will be time to respond to questions submitted after that October 8, 1999.

(End of Provision)

L.14 ISSUANCE OF AMENDMENTS TO THIS RFP

All amendments to this RFP including answers to questions from offerors will be posted on the NRC Division of Contracts website at www.nrc.gov/ADM/CONTRACT/solcon.html. You may download copies of solicitation documents from this website. Amendments to this RFP will not be mailed to offerors. Offerors are expected to check this website frequently for amendments or other messages to offerors. If you do not have access to the internet, please contact Stephen Pool at 301-415-8168. (End of Provision)

L.15 PRESENCE OF CONTRACT MANAGER AND ALTERNATE AT DISCUSSIONS

As indicated by FAR clause 52.215-1 and Section M.2 of this RFP, the NRC may award a contract without discussions. However, if the Contracting Officer determines that discussions are necessary, then they will take place at the NRC headquarters at 11545 Rockville Pike, Rockville, MD and the presence of the proposed contract manager and alternate contract manager will be required at discussions.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) EVALUATION OF OPTIONS	JUL 1990

M.2 2052.215.84 CONTRACT AWARD AND EVALUATION OF PROPOSALS--TECHNICAL MORE IMPORTANT THAN COST

(a) By use of numerical and narrative scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph (EVAL-PARA) below. These factors are listed in their relative order of importance. Award is made to the offeror:

- (1) Whose proposal is technically acceptable;
- (2) Whose technical/cost relationship is most advantageous to the Government; and
- (3) Who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.

(b) Although cost is a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below is a more significant factor in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.

(c) The Government may:

- (1) Reject any or all offers if the action is in the public interest;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities and minor irregularities in offers received.

(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer

should contain the offeror's best terms from a cost or price and technical standpoints.

(e) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.

(f) In making the above determination, an analysis is performed by the Government that takes into consideration the results of the technical evaluation and cost analysis.

M.3 EVALUATION FACTORS

1. UNDERSTANDING OF THE GOVERNMENT'S REQUIREMENTS - 40 points

The extent to which the offeror demonstrates a sound understanding of the government requirements via its written technical proposal.

2. PAST PERFORMANCE - 30 POINTS

The extent to which the offeror and its proposed subcontractors demonstrate successful past performance under contracts for grounds maintenance and snow removal services.

3. CORPORATE EXPERIENCE - 20 POINTS

The extent to which the offeror and its proposed subcontractors demonstrate corporate experience in the performance of grounds maintenance and snow removal services required by the statement of work in this solicitation.

4. KEY PERSONNEL QUALIFICATIONS - 10 points

The extent to which the offeror's proposed key personnel demonstrate the knowledge, skills, abilities and experience to perform their required functions described in the statement of work in this solicitation.

GROUNDS MAINTENANCE QUALITY REQUIREMENTS AND STANDARDS

Method of Inspection that will be used for the Grounds Maintenance Requirements and Standards:

All work shall be subject to Emails from the PO or Alternate PO, QA inspections, QA Re-inspections, and any other written communication identifying deficiencies.

1. GROUND MAINTENANCE - Section C.2.2

Performance Requirements

The Contractor shall provide all services as required in Section C.2.2 of the contract.

Performance Standards

The Contractor shall ensure that all requirements are met as required in Section C.2. of the contract, see examples below, and are provided in accordance with the Contractor's PO-approved schedule.

Deduction for Unacceptable or Non-Performance

Grounds Maintenance shall be considered deficient if an Email from the PO or Alternate PO, QA inspection, Re-inspection, or any other written communication reveals a deficiency (see examples below) in any area on the grounds. If the Contractor corrects the deficiency within 24 hours of notification (or alternate schedule approved by the PO), no deductions shall be taken. If the contractor fails to correct the deficiency within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. The Contractor shall obtain PO approval for any exceptions. A deduction in the amount of \$557.00 for periodic tasks and \$278.00 for routine tasks per deficiency. The appropriate cost applicable to those plants not provided for the Base Year initial planting shall be withheld from the contractor for failure to provide plants identified in the Landscape Design Plan.

Examples of Deficiencies

The following are examples (but not limited to) of individual deficiencies.

Attachment 1

TASK	PERIODIC	CONTRACT SECTION	ROUTINE
Fertilizing	Yes*	C.2.2.2.A.	No
Mulching	Yes*	C.2.2.2.B.	Yes
Pruning	Yes	C.2.2.2.C.	No
Liming/Soil Tests	Yes	C.2.2.2.D.	No
Core Cultivation	Yes	C.2.2.2.E	No
Shearing	Yes	C.2.2.2.F.	No
Grass Cutting	No	C.2.2.2.G.	Yes
Edging and Trimming	No	C.2.2.2.H.	Yes
Pest Control	No	C.2.2.2.I.	Yes
Use of Water	No	C.2.2.2.J.	Yes
Maintenance of Flower Beds & Planters	No	C.2.2.2.K.	Yes
Turf Renovation	Yes	C.2.2.2.L.	No
Wood Chips and Sand	No	C.2.2.2.M.	Yes*
Leaf and Debris Removal	No	C.2.2.2.N.	Yes
Removal of Dead Trees, Shrubs, Flowers	No	C.2.2.2.O.	Yes
Topsoil	Yes	C.2.2.2.P.	No
Sodding	Yes	C.2.2.2.Q.	No
Seeding	Yes	C.2.2.2.R.	No

Definitions:

Periodic - Seasonal or occasional maintenance per the contract requirements.

Routine - Weekly, biweekly, or monthly maintenance per the contract requirements.

*An additional \$500.00 for material costs will be deducted.

2. **SNOW AND ICE REMOVAL - Section C.2.3**

Performance Requirements

The Contractor shall provide all services as required in Section C. of the contract.

Performance Standards

The Contractor shall ensure that all requirements are met as required in Section C.2.3. of the contract (see examples below), and are provided in accordance with the Contractor's PO-approved schedule.

Non-Payment for Unacceptable or Non-Performance

This service shall be considered deficient if an inspection, in conformance with FAR 52.246-4 (Inspection of Services-Fixed Price), reveals services that are in not in conformance with the contract requirements. In such case the contract price will be reduced to reflect the value of the services performed.

Liquidated Damages for Unsatisfactory Performance

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional .5 times the line item unit price for snow removal for any deficiency.

Examples of Deficiencies

The following are examples (but not limited to) of areas to be addressed during inspections:

- Entrance not cleared
- Plaza sidewalk path not cleared
- Stairway not cleared
- Driveway not cleared
- Snow is stockpiled

3. **DELIVERABLES**

Performance Requirements

The Contractor shall submit deliverables to the PO by the due dates required in the contract. The deliverables consist of reports that are required to ensure that the Contractor meets the requirements in the SOW.

Performance Standards

The Contractor shall ensure that deliverables are typed, include the required information which shall be accurate, and are submitted on time.

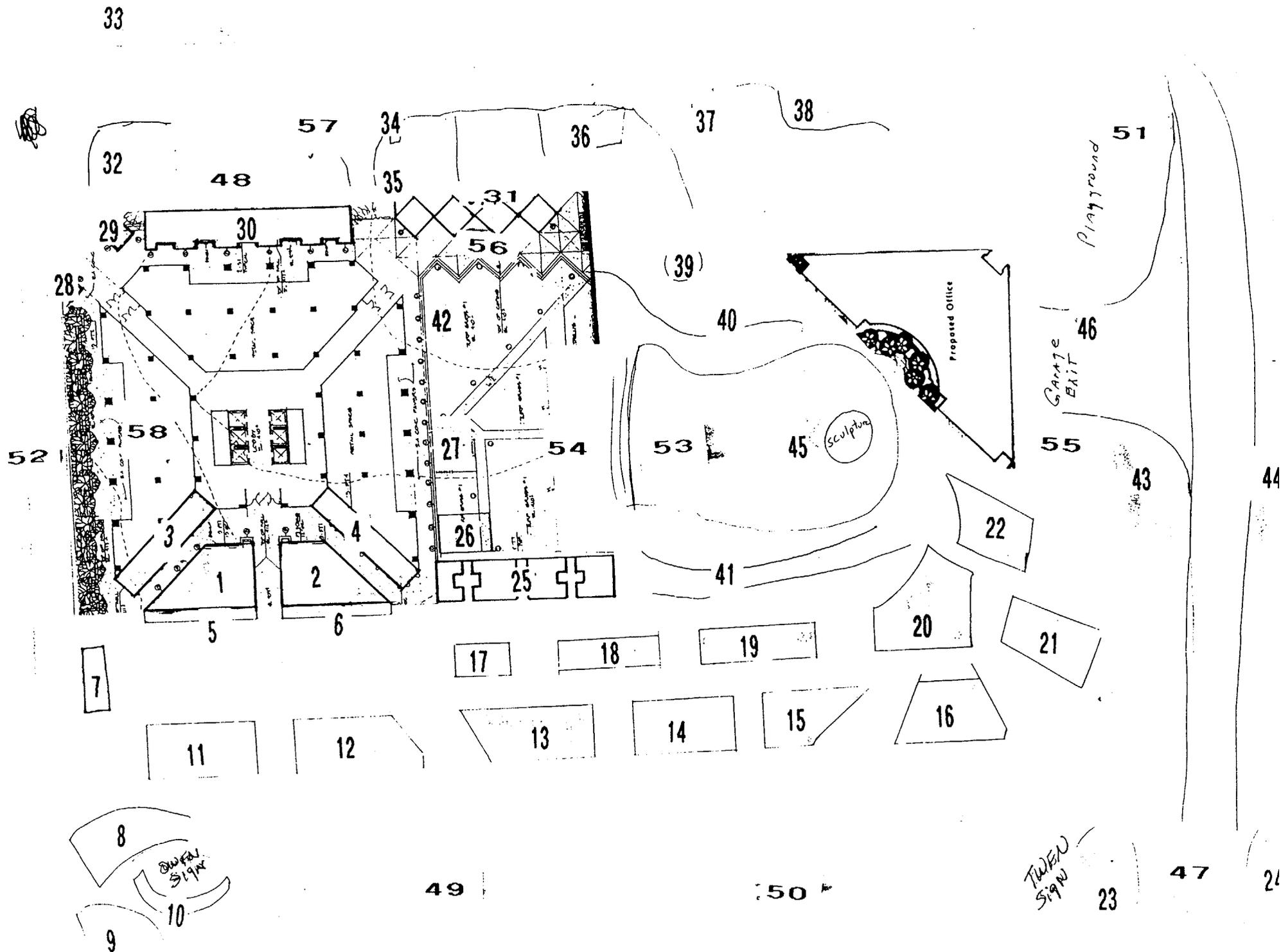
Deduction for Unacceptable or Non-Performance

This service shall be considered deficient if any deliverables are not provided as required. If the Contractor corrects the deficiency within 24 hours (or alternate schedule approved by the PO), no deductions and liquidated damages shall be taken for the one (1) deficiency. If more than one deficiency is found, or if the contractor fails to correct the one deficiency within 24 hours (or alternate schedule approved by the PO), then a contract price deduction and liquidated damages shall be taken as set forth below. A deduction in the amount of \$40.00 for the weekly reports and \$100.00 for other periodic reports shall be assessed for the failure to provide documents within the time frame specified in the contract unless an alternate schedule has been approved by the PO. A deduction will be assessed for each report.

Liquidated Damages for Unacceptable or Unsatisfactory Performance

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$20.00 for daily and \$50.00 for other periodic reports for failure to provide documents within the time frame specified in the Contract unless an alternate schedule has been approved by the PO.

Attachment 2



Identification of Planters and Beds for Flowers

1. Large planter in front of OWFN building (directly outside front door).
2. Large planter in front of OWFN building (directly outside front door).
3. Long planter against the front of OWFN.
4. Long planter against the front of OWFN.
5. Planter in front of item 1.
6. Planter in front of item 2.
7. Marinelli Road planter beside the walkway leading from Metro.
8. Planter area at Koosa tree.
9. Planter area at corner of Rockville Pike/Marinelli Road.
10. Area in front of OWFN sign.
11. Planter in front of OWFN on plaza (in front of item 5).
12. Planter in front of OWFN on plaza (in front of item 6).
13. Planter in between OWFN-TWFN plaza nearest redwood bench.
14. Planter in between OWFN-TWFN plaza nearest redwood bench.
15. Planter in front of TWFN on plaza nearest redwood bench.
16. Planter in front of TWFN on plaza nearest redwood bench.
17. Planter in between OWFN-TWFN plaza (on plaza toward the "Green").
18. Planter in between OWFN-TWFN plaza (on plaza toward the "Green").
19. Planter in front of TWFN on plaza (on plaza toward the "Green").
20. Planter in front of TWFN on plaza (on plaza toward the "Green").
21. Planter in front of TWFN plaza nearest southwest corner of TWFN.
22. Planter in front of TWFN southwest corner.
23. Area in front of TWFN sign.
24. Corner of driveway at Rockville Pike TWFN.
25. Large planter southwest corner of OWFN at Café.
26. Planter in front of Café back entrance.
27. Planter in front of Café outside area.
28. Planter facing Marinelli Road.
29. Planter facing Marinelli Road.
30. Large rectangular planter in back of OWFN.
31. Four (4) diamond-shaped planters in back of OWFN toward TWFN.
32. Corner of back driveway leading into OWFN (to the right).
33. Corner of back driveway leading into OWFN (to the left).
34. Corner at entrance to OWFN garage (keycard area).
35. Bed at entrance to OWFN garage door.
36. Hillside above driveway leading to TWFN.
37. Bed next to Fire Control Room TWFN.
38. Area next to TWFN compactor.
39. Gazebo.
40. Walkway beside gazebo.
41. Walkway from TWFN to OWFN along "The Green."
42. Planter at side of Café.
43. Planter Bed along side of TWFN garage exit.
44. Planting area across from TWFN garage exit.
45. Area around sculpture.
46. Area at side of playground at TWFN garage exit.

47. Large planter - TWFN exit to Rockville Pike.
48. OWFN Rear Grassy Knoll along Marinelli Road.
49. Front area along Rockville Pike.
50. Hedge along Rockville Pike.
51. Daycare playground.
52. Ivy Bed along Marinelli Road.
53. The "Green."
54. Area along Green at corner of steps leading to OWFN Café.
55. Planter bed outside TWFN exit.
56. Path along the Link.
57. OWFN planter in front of guard driveway booth.
58. Plaza along Marinelli.

KEY PERSONNEL RESUME

This resume is pertinent to the experience and professional background of the Contractor and the Contractor's supervisory personnel. A key Personnel Resume must be completed for each Certified Horticulturist, Certified Arborist, Certified Pesticide Applicator, Quality Control Officer, and Supervisor who will have a direct job performance relationship with laborers assigned to perform the work requirements of the contract. A copy of each Supervisor's Key Personnel Resume shall be provided to the Contracting Officer's Representative (COR).

PROPOSED POSITION TITLE _____

EMPLOYEE'S NAME _____ AGE _____

HOME ADDRESS _____

CURRENT POSITION WITH THE CONTRACT FIRM _____

TIME IN CURRENT POSITION (YEARS, MONTHS) _____

ANNUAL SALARY _____

RESPONSIBLE FOR THE WORK OF _____ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB: _____

WORK EXPERIENCE (PAST FIVE (5) YEARS IN CHRONOLOGICAL ORDER):

<u>Date (From - To)</u>	<u>Job Title</u>	<u>Company Address</u>	<u>Telephone Number</u>
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EDUCATION SUMMARY:

<u>High School, College, Trade-Name/Institution</u>	<u>Address</u>	<u>Period of Attendance</u>	<u>Credit(s)</u>	<u>Degree</u>
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BRIEF STATEMENT OF WHY SUPERVISOR IS BELIEVED TO BE QUALIFIES FOR THIS CONTRACT (Use the reverse side of this page)

NRC FORM 89 (9-96) NRC/ED 12.1		U.S. NUCLEAR REGULATORY COMMISSION			
PHOTO-IDENTIFICATION BADGE REQUEST					
<i>SEE REVERSE FOR PRIVACY ACT STATEMENT</i>					
SECTION A - TO BE COMPLETED BY REQUESTER					
FULL NAME (Last, First, Middle Initial)			SPONSORING OFFICE		DATE OF REQUEST
PLACE OF BIRTH (City, State, Country)		SPONSORING OFFICE - POINT OF CONTACT (Printed or typed name)			CONTACT'S TELEPHONE
SOCIAL SECURITY NUMBER	DATE OF BIRTH	SIGNATURE - SPONSORING OFFICE POINT OF CONTACT			DATE
CITIZENSHIP (Check appropriate box) <input type="checkbox"/> U.S. CITIZEN <input type="checkbox"/> ALIEN - COUNTRY _____		ACCESS REQUESTED (Check all that apply)			
NAME OF CONTRACTOR OR OTHER GOVT. AGENCY		TYPE OF ACCESS		TIME	LOCATION
		<input type="checkbox"/> L <input type="checkbox"/> ADP I	<input type="checkbox"/> BUSINESS HOURS	<input type="checkbox"/> OPS CENTER	COMPUTER ROOM(S)
CONTRACT NUMBER		<input type="checkbox"/> Q <input type="checkbox"/> ADP II	<input type="checkbox"/> 24 HOURS	<input type="checkbox"/> FITNESS CENTER	<input type="checkbox"/> OWFN
		<input type="checkbox"/> BUILDING ONLY		<input type="checkbox"/> DAY CARE CENTER	<input type="checkbox"/> TWFN
EXPIRATION DATE				<input type="checkbox"/> OTHER (Specify)	<input type="checkbox"/> ERDS
SECTION B - TO BE COMPLETED BY PERSEC			SECTION C - TO BE COMPLETED BY FACSEC		
ACCESS GRANTED <input type="checkbox"/> L <input type="checkbox"/> ADP I <input type="checkbox"/> BUILDING ONLY <input type="checkbox"/> Q <input type="checkbox"/> ADP II			DATE GRANTED	BADGE NUMBER	KEY CARD NUMBER
			FILE NUMBER		
SIGNATURE - PERSEC REPRESENTATIVE			DATE	SIGNATURE - FACSEC REPRESENTATIVE	DATE

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION Washington, D.C. 20210

Handwritten signature: [Signature] Division of Wage Determinations

Wage Determination No.: 94-2104 Revision No.: 13 Date of Last Revision: 06/28/1999

State(s): District of Columbia, Maryland, Virginia
Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George, Loudoun, Prince William, Stafford, Alexandria, Falls Church

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

Table with 2 columns: OCCUPATION CODE AND TITLE, MINIMUM HOURLY WAGE. Lists various occupations like Accounting Clerk, Court Reporter, etc. with corresponding hourly wages ranging from \$9.82 to \$14.83.

01520 Test Proctor	\$ 14.83
01531 Travel Clerk I	\$ 8.76
01532 Travel Clerk II	\$ 9.41
01533 Travel Clerk III	\$ 10.41
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.20
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 16.50
03072 Computer Programmer II 1/	\$ 19.36
03073 Computer Programmer III 1/	\$ 22.67
03074 Computer Programmer IV 1/	\$ 26.29
03101 Computer Systems Analyst I 1/	\$ 20.62
03102 Computer Systems Analyst II 1/	\$ 26.82
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 11.47

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

Food Preparation and Service Occupations:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 8.31
07100 Food Service Worker (Cafeteria Worker)	\$ 7.91
07130 Meat Cutter	\$ 13.19
07250 Waiter/Waitress	\$ 7.89

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 7.93
11060 Elevator Operator	\$ 8.31
11090 Gardener	\$ 11.54
11121 Housekeeping Aide I	\$ 7.41
11122 Housekeeping Aide II	\$ 8.21
11150 Janitor	\$ 8.18
11210 Laborer, Grounds Maintenance	\$ 9.05
11240 Maid or Houseman	\$ 7.35
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 8.31
11330 Tractor Operator	\$ 10.70
11360 Window Cleaner	\$ 8.92

Health Occupations:

12020 Dental Assistant	\$ 11.80
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.55
12071 Licensed Practical Nurse I	\$ 13.63
12072 Licensed Practical Nurse II	\$ 15.30
12073 Licensed Practical Nurse III	\$ 17.13
12100 Medical Assistant	\$ 10.55
12130 Medical Laboratory Technician	\$ 10.55
12160 Medical Record Clerk	\$ 10.55
12190 Medical Record Technician	\$ 12.71
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 11.44
12280 Phlebotomist	\$ 9.85
12311 Registered Nurse I	\$ 18.26
12312 Registered Nurse II	\$ 20.47
12313 Registered Nurse II, Specialist	\$ 20.47
12314 Registered Nurse III	\$ 24.78
12315 Registered Nurse III, Anesthetist	\$ 24.78
12316 Registered Nurse IV	\$ 29.70

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 18.31
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 20.60
13050 Library Technician	\$ 13.52
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.61
15030 Counter Attendant	\$ 6.61
15040 Dry Cleaner	\$ 8.53
15070 Finisher, Flatwork, Machine	\$ 6.61
15090 Presser, Hand	\$ 6.61
15100 Presser, Machine, Drycleaning	\$ 6.61

15130 Presser, Machine, Shirts	\$ 6.61
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.61
15190 Sewing Machine Operator	\$ 9.21
15220 Tailor	\$ 9.87
15250 Washer, Machine	\$ 7.25

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.21

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 17.02
21020 Material Coordinator	\$ 15.56
21030 Material Expediter	\$ 15.56
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 12.25
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 12.65
21130 Shipping Packer	\$ 11.80
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.53
21210 Tools and Parts Attendant	\$ 14.27
21400 Warehouse Specialist	\$ 12.61

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 19.28
23040 Aircraft Mechanic Helper	\$ 14.02
23050 Aircraft Quality Control Inspector	\$ 20.30
23060 Aircraft Servicer	\$ 16.21
23070 Aircraft Worker	\$ 17.24
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 18.55
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39
23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44

23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-Metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 12.12
24600 Chore Aide	\$ 7.35
24630 Homemaker	\$ 13.86

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.97
27006 Corrections Officer	\$ 17.09
27010 Court Security Officer	\$ 17.57
27040 Detention Officer	\$ 17.09
27070 Firefighter	\$ 18.20
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 19.80

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.90
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 14.95
28050 Stevedore II	\$ 16.86

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 25.37
29011 Air Traffic Control Specialist, Station 2/	\$ 17.49
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.27
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 21.74
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 20.62
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 11.44
29062 Drafter II	\$ 14.32
29063 Drafter III	\$ 16.08
29064 Drafter IV	\$ 20.11
29081 Engineering Technician I	\$ 13.28

29082	Engineering Technician II	\$ 15.41
29083	Engineering Technician III	\$ 18.52
29084	Engineering Technician IV	\$ 21.25
29085	Engineering Technician V	\$ 25.99
29086	Engineering Technician VI	\$ 31.45
29090	Environmental Technician	\$ 18.27
29100	Flight Simulator/Instructor (Pilot)	\$ 26.82
29150	Graphic Artist	\$ 17.93
29160	Instructor	\$ 21.16
29210	Laboratory Technician	\$ 14.62
29240	Mathematical Technician	\$ 18.48
29361	Paralegal/Legal Assistant I	\$ 14.04
29362	Paralegal/Legal Assistant II	\$ 17.90
29363	Paralegal/Legal Assistant III	\$ 21.90
29364	Paralegal/Legal Assistant IV	\$ 26.50
29390	Photooptics Technician	\$ 20.35
29480	Technical Writer	\$ 19.23
29491	Unexploded Ordnance Technician I	\$ 16.12
29492	Unexploded Ordnance Technician II	\$ 19.51
29493	Unexploded Ordnance Technician III	\$ 23.38
29494	Unexploded Safety Escort	\$ 16.12
29495	Unexploded Sweep Personnel	\$ 16.12
29620	Weather Observer, Senior 3/	\$ 17.02
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.62
29622	Weather Observer, Upper Air 3/	\$ 14.62

Transportation/Mobile Equipment Operation Occups:

31030	Bus Driver	\$ 13.24
31260	Parking and Lot Attendant	\$ 8.33
31290	Shuttle Bus Driver	\$ 11.38
31300	Taxi Driver	\$ 9.67
31361	Truckdriver, Light Truck	\$ 11.38
31362	Truckdriver, Medium Truck	\$ 14.46
31363	Truckdriver, Heavy Truck	\$ 16.93
31364	Truckdriver, Tractor-Trailer	\$ 16.93

Miscellaneous Occupations:

99020	Animal Caretaker	\$ 8.61
99030	Cashier	\$ 7.49
99041	Carnival Equipment Operator	\$ 10.73
99042	Carnival Equipment Repairer	\$ 11.57
99043	Carnival Worker	\$ 7.23
99050	Desk Clerk	\$ 9.45
99095	Embalmer	\$ 18.40
99300	Lifeguard	\$ 7.92
99310	Mortician	\$ 20.90
99350	Park Attendant (Aide)	\$ 9.75
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.72
99500	Recreation Specialist	\$ 15.40
99510	Recycling Worker	\$ 10.73
99610	Sales Clerk	\$ 7.76
99620	School Crossing Guard (Crosswalk Attendant)	\$ 8.31
99630	Sports Official	\$ 7.76
99658	Survey Party Chief (Chief of Party)	\$ 11.91
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.83
99660	Surveying Aide	\$ 7.08
99690	Swimming Pool Operator	\$ 11.47
99720	Vending Machine Attendant	\$ 9.35
99730	Vending Machine Repairer	\$ 11.50
99740	Vending Machine Repairer Helper	\$ 9.35

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

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 mode 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.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

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

STATEMENT OF PERSONAL HISTORY

(See Privacy Act statement on page 4)

OMB. No.: 3090-0006
Expires: 09/30/97

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Security Division (PSS), Office of Federal Protective Service, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (3090-0006) Washington, DC 20503.

NOTE: All sections must be completed. If more space is needed for any item, continue under Item 23.

2. NAME DATA (Give your full name. Initials and abridgements are not acceptable)	NAME (Last, first, middle)	1. SOCIAL SECURITY NUMBER
	OTHER NAMES USED (Maiden name, names by former marriages, former name changed legally or otherwise, nicknames, etc. Specify which, and show dates used.)	3. DATE OF BIRTH
		4. PLACE OF BIRTH
		5. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
	6. HEIGHT	7. WEIGHT
	8. COLOR EYES	9. COLOR HAIR

10. MARITAL STATUS <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOW(ER) <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED	11. IF MARRIED, WIDOWED, OR DIVORCED, GIVE FULL NAME AND DATE AND PLACE OF BIRTH OF SPOUSE OR FORMER SPOUSE, AND DATE AND PLACE OF MARRIAGE. INCLUDE WIFE'S MAIDEN NAME (Give same information regarding all previous marriages.)
---	--

12. RACE (Check one)	
A - Asian or Pacific, including Chinese, Japanese, Filipinos, Polynesians, Indonesians, and Asian Indians	H - Hispanic
B - Black	W - White
I - American Indian or Alaskan Native, including Eskimos	O - Other

13. DATES AND PLACES OF RESIDENCE (If actual places of Residence differ from the Mailing addresses, furnish and identify both by placing "R" (for residence) or "M" (for mailing) in column "R/M". Begin with present and go back (10) years. Continue in Item 23 if necessary.)

R/M	FROM	TO	NUMBER AND STREET	CITY	STATE	ZIP CODE (5+4)

14. MILITARY SERVICE (Past or present)	SERIAL NO. (If none, give grade or rating at separation.)	BRANCH OF SERVICE (Army, Navy, Air Force, etc.)	YEAR	
			FROM	TO

15. CHECK	BY BIRTH	A. CERT. NO.	B. PETITION NO.	C. DATE	D. PLACE AND COURT
	<input type="checkbox"/> U.S. CITIZEN NATURALIZED (Complete A thru D)				
<input type="checkbox"/> ALIEN DERIVED (Complete E)	E. PARENT'S CERTIFICATION NUMBERS				
	REGISTRATION NO.	NATIVE COUNTRY	DATE OF ENTRY	PORT OF ENTRY	

16. EDUCATION (All schools above elementary)

NAME OF SCHOOL	ADDRESS	YEAR		DEGREES
		FROM	TO	

17. EMPLOYMENT (List employment dates starting with your present employment for the last ten (10) years. Show ALL dates and addresses when unemployed. Give name under which employed if different from name now used.)

FROM	TO	NAME OF EMPLOYER (Firm or agency) AND NAME OF SUPERVISOR	TYPE OF WORK	ADDRESS (Where employed)	REASON FOR LEAVING

18a. HAVE YOU EVER BEEN DISMISSED OR FORCED TO RESIGN FROM ANY POSITION FOR CAUSE?

YES NO (If answer is "YES," furnish details in Item 23)

18b. HAVE YOU EVER BEEN DISCHARGED FROM THE ARMED FORCES UNDER OTHER THAN HONORABLE CONDITIONS?

YES NO (If answer is "YES," furnish details in Item 23)

19. HAVE YOU EVER BEEN ARRESTED, CHARGED, OR HELD BY FEDERAL, STATE, OR OTHER LAW-ENFORCEMENT AUTHORITIES FOR ANY VIOLATION OF ANY FEDERAL LAW, MILITARY LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION, OR ORDINANCE? (Do not include traffic violations for which a fine of \$25 or less was imposed. All other charges must be included even if they were dismissed.)

YES NO (If answer is "YES," give full details below)

REASON CHARGED OR HELD	DATE	PLACE WHERE CHARGED OR HELD	DISPOSITION

20. HAVE YOU EVER BEEN ARRESTED, CHARGED, OR HELD BY FEDERAL, STATE, OR OTHER LAW-ENFORCEMENT AUTHORITIES FOR ANY CRIME OR OFFENSE INVOLVING A CHILD?
 (All other charges must be included in Item 19 even if they were dismissed.)

YES NO (If answer is "YES", give full details below)

REASON CHARGED OR HELD	DATE	PLACE WHERE CHARGED OR HELD	DISPOSITION

21. RELATIVES (Parents, spouse, divorced spouse, children, brothers, and sisters, living or dead. Name of spouse should include maiden name and any other names by previous marriage. If person is deceased, so state under "Address" and enter other information at time of death.)

RELATION	NAME IN FULL	YEAR OF BIRTH	ADDRESS	COUNTRY OF BIRTH	PRESENT CITIZENSHIP

22. REFERENCES (Name three persons, not relatives or employers, who are well acquainted with you.)

NAME	ADDRESS	YEARS KNOWN

24. AUTHORIZATION AND RELEASE

I hereby authorize the General Services Administration to obtain any information required from the Federal government of state agencies, including but not limited to, the Federal Bureau of Investigation (FBI), the Defense Investigation Service (DIS), the U.S. Office of Personnel Management (OPM), the Immigration and Naturalization Service (INS), (if applicable), and from the State Criminal History Repository (child care employees only) of each State where I have resided.

I have been notified of any employer's obligation to require a criminal history records check as a condition of employment and of my right to obtain a copy of the criminal history report by writing to the General Services Administration, Freedom of Information Officer. I understand that I have a right to challenge the accuracy and competencies of any information contained in the report. I also understand that this information will be treated as privileged and confidential information. Case files are handled under the procedures for safeguarding records outlined in the Handbook, General Services Administration Privacy Act Program (OAD P 1878.8).

I release any individual, including records custodians, any component of the U.S. Government, or the individual State Criminal History Repository supplying information, from all liability for damages that may result on account of compliance or any attempts to comply with this authorization. This release is binding, now and in the future, on my heirs, assigns, associates, and personal representative(s) of any nature. Copies of this authorization that show my signature are as valid as the original release signed by me.

25. PRIVACY ACT OF 1974 COMPLIANCE INFORMATION

Privacy Act of 1974 Compliance Information. Solicitation of Information contained herein is authorized by Executive Order 10450, and/or Section 231 of the Crime Control Act of 1990 (42 U.S.C. 13041), and may be used as a basis for suitability determinations. Your social security number is being requested pursuant to Executive Order 9397. Disclosure of the information by you is voluntary. Information may be transferred as a routine use to appropriate federal, state, local, or foreign agencies when relevant to civil, criminal or regulatory investigations or prosecutions, or pursuant to a request by GSA or such other agency in connection with the hiring or retention of an employee, the issuance of a security clearance, the investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit. Information also may be transferred as a routine use to a duly authorized official engaged in investigation or settlement of a grievance, complaint, or appeal filed by an employee. Failure to provide information requested on this form may result in the government's inability to determine your suitability for the position applied for or occupied, and may affect your prospects for employment or continued employment under a government contract, or at a federal facility, or with a government license.

26. CERTIFICATION	FALSE STATEMENTS ARE PUNISHABLE BY LAW AND COULD RESULT IN FINES OF UP TO \$2000 AND IMPRISONMENT UP TO FIVE YEARS.	
	<p>Before signing this form, check back over it to make sure you have answered all questions fully and correctly.</p> <p>SIGNATURE</p>	<p>DATE</p>
<p>I declare under penalty of perjury that the statements made by me on this form are true, complete and correct.</p>		

PERFORMANCE INFORMATION FORM (Questionnaire)

Solicitation No. RS-ADM-00-004 "Grounds Maintenance and Snow Removal" Section J Attachment 9

1. How would you rank the quality of the services you received?

- Exceeded minimum requirements** ()
- Met minimum requirements** ()
- Less than minimum requirements** ()

2. Was the Contractor cooperative?

- Extremely Cooperative** ()
- Satisfactorily Cooperative** ()
- Minimally Cooperative** ()

3. How cooperative was the Contractor in working with the Government to solve problems?

- Extremely Cooperative** ()
- Satisfactorily Cooperative** ()
- Minimally Cooperative** ()

4. Was the Contractor a problem solver or a problem generator?

- Problem solver** ()
- Problem generator** ()

5. Were the Contractor recommended solutions effective?

- Extremely effective** ()
- Generally effective** ()
- Ineffective** ()

6. How would you rate the firm's responsiveness to emergency situations?

- Extremely responsive** ()
- Responsive** ()
- Not responsive** ()

7. How would you rate the firm's responsiveness to your basic requirements including service calls?

- Always responsive** ()
- Usually responsive** ()
- Unresponsive** ()

8. How would you rate the Contractor's implementation of their Quality Control Plan?

- Extremely effective** ()
- Generally effective** ()
- Ineffective** ()

9. Did you issue any poor performance letters to the Contractor?

Yes () **No** ()

If yes, could you describe the nature of the problem(s)?

PERFORMANCE INFORMATION FORM (Questionnaire)

10. Did you assess a significant amount of performance deductions during the contract period? **Yes** () **No** ()
If yes, please comment:
11. Did the company satisfactorily respond to the deficiencies cited?
Satisfactorily ()
Unsatisfactory ()
12. Were there any significant or recurring problems? **Yes** () **No** ()
If yes, please comment:
13. Were the building tenants generally satisfied or unsatisfied with the services performed by the Contractor?
Extremely satisfied ()
Satisfied ()
Unsatisfied ()
14. Did the Contractor exhibit a propensity to submit unnecessary contract change proposals with cost or price increases?
Constant requests for change orders/cost increases ()
Moderate requests for change orders/cost increases ()
Requested increases as appropriate ()
15. Did the Contractor commit adequate resources in a timely fashion to the contract to meet the minimum requirements and successfully solve any problems? **Yes** () **No** ()
16. Was/is the firm the Prime Contractor, subcontractor, or consultant to another firm?
Prime Contractor ()
Subcontractor ()
Consultant ()
17. Was the Contractor's coordination of its subcontractors satisfactory?
Extremely satisfactory ()
Satisfactory ()
Unsatisfactory ()
18. Did the Contractor provide highly competent key personnel with infrequent turnover?
Always ()
Generally ()
Rarely ()

PERFORMANCE INFORMATION FORM (Questionnaire)

19. Would you contract with this firm again for the same service? **Yes ()** **No ()**
Why or why Not?

20. Was the Contractor effective/cooperative in interfacing with the Government representatives?
Extremely so ()
Generally so ()
Not effective/cooperative ()

Additional Comments: (Please use additional sheets if necessary)

NAME: _____
(Person Completing Questionnaire)

COMPANY/AGENCY: _____

PHONE NUMBER: _____

SUBMITTED FOR: _____
(Name of Potential Offeror)

DATE: _____

- I. Presidential Memorandum, "Environmentally and Economically Beneficial Landscaping", April 26, 1994.

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release

April 26, 1994

April 26, 1994

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

SUBJECT: Environmentally and Economically Beneficial Practices on Federal Landscaped Grounds

The Report of the National Performance Review contains recommendations for a series of environmental actions, including one to increase environmentally and economically beneficial landscaping practices at Federal facilities and federally funded projects. Environmentally beneficial landscaping entails utilizing techniques that complement and enhance the local environment and seek to minimize the adverse effects that the landscaping will have on it. In particular, this means using regionally native plants and employing landscaping practices and technologies that conserve water and prevent pollution.

These landscaping practices should benefit the environment, as well as generate long-term cost savings for the Federal Government. For example, the use of native plants not only protects our natural heritage and provided wildlife habitat, but also can reduce fertilizer, pesticide, and irrigation demands and their associated costs because native plants are suited to the local environment and climate.

Because the Federal Government owns and landscapes large areas of land, our stewardship presents a unique opportunity to provide leadership in this area and to develop practical and cost-effective methods to preserve and protect that which has been entrusted to us. Therefore, for Federal grounds, Federal projects, and federally funded projects, I direct that agencies shall, where cost-effective and to the extent practicable:

- (a) use regionally native plants for landscaping;
- (b) design, use, or promote construction practices that minimize adverse effects on the natural habitat;
- (c) seek to prevent pollution by, among other things, reducing fertilizer and pesticide

use, using integrated pest management techniques, recycling green waste, and minimizing runoff. Landscaping practices that reduce the use of toxic chemicals provide one approach for agencies to reach reduction goals established in Executive Order No. 12856, "Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements;"

(d) implement water-efficient practices, such as the use of mulches, efficient irrigation systems, audits to determine exact landscaping water-use needs, and recycled or reclaimed water and the selecting and siting of plants in a manner that conserves water and controls soil erosion. Landscaping practices, such as planting regionally native shade trees around buildings to reduce air conditioning demands, can also provide innovative measures to meet the energy consumption reduction goal established in Executive Order No. 12902, "Energy Efficiency and Water Conservation at Federal Facilities;" and

(e) create outdoor demonstrations incorporating native plants, as well as pollution prevention and water conservation techniques, to promote awareness of the environmental and economic benefits of implementing this directive. Agencies are encouraged to develop other methods for sharing information on landscaping advances with interested nonfederal parties.

In order to assist agencies in implementing this directive, the Federal Environmental Executive shall:

(a) establish an interagency working group to develop recommendations for guidance, including compliance with the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, 4331-4335, and 4341-4347, and training needs to implement this directive. The recommendations are to be developed by November 1994; and

(b) issue the guidance by April 1995. To the extent practicable, agencies shall incorporate this guidance into their landscaping programs and practices by February 1996.

In addition, the Federal Environmental Executive shall establish annual awards to recognize outstanding landscaping efforts of agencies and individual employees. Agencies are encouraged to recognize exceptional performance in the implementation of this directive through their awards programs.

Agencies shall advise the Federal Environmental Executive by April 1996 on their progress in implementing this directive.

To enhance landscaping options and awareness, the Department of Agriculture shall conduct research on the suitability, propagation, and use of native plants for landscaping. The Department shall make available to agencies and the public the results of this research.

WILLIAM J. CLINTON

**CBDNet**

Notice Accepted

Submission No. 365861**August 10, 1999 -- 15:13**

[Commerce Business Daily: Posted in CBDNet on August 10, 1999]
From the Commerce Business Daily Online via GPO Access
[cbdnet.access.gpo.gov]

PART: U.S. GOVERNMENT PROCUREMENTS

SUBPART: SERVICES

CLASSCOD: S--Utilities and Housekeeping Services

OFFADD: U.S. Nuclear Regulatory Commission, Division of Contracts,

Attn: Linda Wise MS-T-7I2, Washington, D.C. 20555

SUBJECT: S--GROUNDS MAINTENANCE AND SNOW REMOVAL

SOL RS-ADM-00-004

DUE 092499

POC Contact Point: Call 301-415-7427 with any concerns about distribution of the solicitation and any amendments. Only written or faxed requests for solicitations are accepted. Fax number 301-415-8157. Contact Specialist, Stephen Pool, 301-415-8168.

DESC: 17. Grounds Maintenance and Snow Removal services for the area surrounding the NRC's One White Flint North and Two White Flint North buildings located in Rockville, Maryland. The period of performance is one year with four 1-year options. This proposed procurement is under a 100 percent small business set aside. The size standard for this solicitation is average annual receipts of \$5 million over the past three years as set forth under Standard Industrial Classification 0782. Interested firms should submit written requests for the RFP to the U.S. Nuclear Regulatory Commission at the address as shown above. Telephone requests will not be honored. Issuance of the RFP is estimated to be on or about August 25, 1999. The NRC is also planning to post the solicitation document at its website located at www.nrc.gov/adm/contract/solcon on or about the issuance date. Please check with the contracts specialist listed above for availability.*****

CITE: (W-222 SN365861)

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LAST MODIFIED: February 18, 1997 by JER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 9/24/1999	4. REQUISITION/PURCHASE REQ. NO. ADM-00-004	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-1-2 Contract Management Branch Washington DC 20555	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. RS-ADM-00-004
		9B. DATED (SEE ITEM 11) 09-24-1999
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See attached continuation sheet.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>Stephen M. Pool</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 9-24-99

CONTINUATION PAGE

The purpose of this amendment is to correct the small business size standard and standard industrial classification code which apply to this procurement and are set forth in Section K.5 subparagraphs (a)(1) and (a)(2). Accordingly, the RFP is amended as follows:

1. Subparagraph (a)(1) of Section K.5 is changed to read, "The standard industrial classification (SIC) code for this acquisition is 0782."

2. Subparagraph (a)(2) of Section K.5 is changed to read, "The small business size standard is \$5.0 million (average annual receipts for 3 preceding fiscal years)."

All other terms and conditions remain unchanged.

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE 10-19-1999	4. REQUISITION/PURCHASE REQ. NO. ADM-00-004	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. RS-ADM-00-004
	X	9B. DATED (SEE ITEM 11) 09-24-1999
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See attached continuation sheet.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Stephen Pool (Signature of Contracting Officer)	16C. DATE SIGNED 10/19/99

CONTINUATION PAGE

The purpose of the amendment is to respond to a questions from an offeror concerning this solicitation. The following is the questions received from the offeror and the NRC's answer to that question.

Please define "and make accessible" as in the bid specs:

Q-1. Does this mean that all of the areas on walkways etc. need to be completely clean or just large pathways for access?

A-1. This means that the contractor shall remove all snow and ice entirely from walkways etc., not just a path.

Q-2. On snow removals 3" and under, is it acceptable to remove all snow from walks and driveways etc. and leave it to melt along curbs, etc.? Or must the contractor remove, load, and haul all snow off the site to another location?

A-2. The Contractor shall remove the snow from the site and not pile it against the curb.

(end of amendment)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CC CT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 1
3. EFFECTIVE DATE 3/31/2000
4. REQUISITION/PURCHASE REQ. NO. ADM-00-010
5. PROJECT NO. (if applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch No. 1
Washington DC 20555
7. ADMINISTERED BY (if other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
John Shorb Landscaping, Inc.
10518 Warfield Street
Kensington MD 20895
9A. AMENDMENT OF SOLICITATION NO. (X)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. Con# NRC-10-00-004
10B. DATED (SEE ITEM 13) X 11-24-1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 31X0200 04015511105 R0125 252A Obligate \$13,800

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Contract Section C.2.2.1
X D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See attached continuation sheet.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen M. Pool
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
16C. DATE SIGNED 03-28-2000

CONTINUATION PAGE

The purpose of this contract modification is to incorporate a change to CLIN 0002 of the basic contract based on the accepted portion of the Contractor Landscape Design Plan dated 2/1/2000. This change will result in a new price schedule for CLIN 0002 for the base contract year and incorporation into Subsection C.2.2.1.N. of a specified portion of the Contractor's Landscape Design Plan dated 2/1/00. A completion time will also be established at Subsection B.1.1 for each separately priced planting project. Accordingly, the contract is hereby modified as follows:

1. The Contractor Landscape Design Plan dated 2/1/2000 is hereby accepted and incorporated into this contract by reference at Subsection C.2.2.1.N with respect to the following projects only: Beds 1 and 2; Beds 8 thru 12; Beds 13, 17, 18 and 19; Bed 31; and Bed 32. (NOTE: For Bed numbers and locations refer to the Contractor's Landscape Design Plan Layout) Spring and Fall completion times are set forth in the amended price schedule below (Subsection B.1.1) and are taken from the Contractor's revised cost proposal (Labelled Bid Take Off) dated 3/1/00 which is incorporated herein by reference. The landscape plan incorporated above supercedes the list of landscape projects which was set forth previously at Subsection C.2.2.1.N.

2. As a result of item 1 above, the CLIN 0002 under Contract Subsection B.1.1 is replaced with following subdivided CLIN 0002. The total firm fixed price for CLIN 0002 is increased by \$13,800 from \$50,000 to \$63,800.

SUBSECTION B.1.1 BASE YEAR 12/1/99 to 11/30/00

CLIN	DESCRIPTION	Completion Time	Qty	Unit	U/P	Total
2a)	Landscape Design Plan	2/1/00	1	LOT	\$ 6000	\$ 6000
2b)	Beds 1 and 2 Spring	5/20/00	1	LOT	\$ 4135	\$ 4135
2c)	Beds 1 and 2 Fall	10/31/00	1	LOT	\$ 765	\$ 765
2d)	Beds 8 thru 12 Spring	5/20/00	1	LOT	\$ 9200	\$ 9200
2e)	Beds 8 thru 12 Fall	10/31/00	1	LOT	\$ 300	\$ 300
2f)	Beds 13,17,18,&19 Spring	5/30/00	1	LOT	\$ 6635	\$ 6635
2g)	Beds 13,17,18,&19 Fall	10/31/00	1	LOT	\$ 1265	\$ 1265
2h)	Bed 31 Spring	5/30/00	1	LOT	\$31,830	\$31,830
2i)	Bed 31 Fall	10/31/00	1	LOT	\$ 3170	\$ 3170
2j)	Bed 32 Spring	5/30/00	1	LOT	\$ 400	\$ 400
2k)	Bed 32 Fall	10/31/00	1	LOT	\$ 100	\$ 100
TOTAL CLIN 0002						\$63,800

3. In addition, the 2nd sentence of Section B.4.1(a) entitled "Consideration and Obligation - Firm Fixed Price (JUN 1988) Base Year is replaced with following language: The total firm fixed price for CLIN 002 for the initial base year planting is \$63,800. The rest of Subsection B.4 remains unchanged.

4. A recap of obligation made on this contract to date is as follows: Total FY 2000 Obligations \$153,999.

5. All other terms and conditions remain unchanged.