

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS 115 CFR 1001

MARKING

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2. CONTRACT NUMBER: **NRC-10-99-141**
 3. SOLICITATION NUMBER: **RS-ADM-99-141**
 4. TYPE OF SOLICITATION: SEALED BID (FB) NEGOTIATED RFP
 5. DATE ISSUED: **10/21/98**
 6. ADDRESS OFFER TO (if other than item 7):
 CODE

7. Nuclear Regulatory Commission
 Division of Contracts and Property Mgt.
 Attn: T-7-I-2
 Contract Management Branch
 Washington DC 20555

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

SOLICITATION

9. Sealed offers in original and **FOUR (4)** 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 at:
See Item No. 7 until **3:30 P.M.** local time **12/4/98**
 (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: **Joyce Fields**
 B. TELEPHONE (NO COLLECT CALLS):
 AREA CODE: **(301)** NUMBER: **415-6564** EXT:
 C. E-MAIL ADDRESS:

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See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES		
	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			
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	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)

Does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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: **10 CALENDAR DAYS (%)** **20 CALENDAR DAYS (%)** **30 CALENDAR DAYS (%)** **CALENDAR DAYS (%)**
 (See Section I, Clause No. 52-232-8) **Net**

KNOWLEDGEMENT 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
See attached Amendment List (Next Page)

NAME AND ADDRESS OF OFFEROR: **NVT Technologies, Inc.**
21515 Ridgetop Circle, Suite 300
Sterling, VA 20166
DUNS: 10-393-6449
 CODE: **0L317** FACILITY: _____
 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **V. Thanh Nguyen, President**

15B. TELEPHONE NUMBER: A CODE: **03** NUMBER: **406-8000** EXT.: _____
 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
 17. SIGNATURE: *V. Thanh Nguyen* 18. OFFER DATE: **22 March 1999**

AWARD (To be completed by Government)

ACCEPTED AS TO ITEMS NUMBERED: _____ 20. AMOUNT: **\$4,103,402.00**
 21. ACCOUNTING AND APPROPRIATION: **See attached page (FUNDING DATA)**
 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(a) () 41 U.S.C. 252(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM: _____
 ADMINISTERED BY (If other than Item 7): CODE: _____ 25. PAYMENT WILL BE MADE BY CODE: _____
U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Mail Stop T-7-I-2
Washington, D.C. 20555-001
 CONTRACTING OFFICER (Type or print): **Joyce A. Fields** 27. UNITED STATES OF AMERICA 28. AWARD DATE: **4/20/99**
 (Signature of Contracting Officer)

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

SUMMARY OF FUNDING DATA

FY 1999

Job Code	B&R Number	BOC No.	Appropriation No.	Amount
R0125	94015-511105	254A	X0200	\$ 394,290.00
R0123	94015-511105	254A	X0200	\$ 983,107.00
D2316	94015-511105	254A	X0200	\$ 45,833.00
TOTAL				\$1,423,230.00

FY 2000

R0125	04015-511105	254A	X0200	\$ 727,404.00
R0123	04015-511105	254A	X0200	\$1,819,500.00
D2316	04015-511105	254A	X0200	\$ 148,000.00
TOTAL				\$2,694,904.00

FY 2001

R0125	14015-511105	254A	X0200	\$ 739,908.00
R0123	14015-511105	254A	X0200	\$1,373,500.00
D2316	14015-511105	252A	X0200	\$ 150,000.00
TOTAL				\$2,263,408.00

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Building Operations and Management Services"

[End of Clause]

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

Independently and not as an agent of the Government, and in full accordance with this contract and accepted industry standards, the Contractor shall provide all management, administrative and technical support, supervision, labor, all materials, supplies and equipment (except as otherwise specified herein), necessary to plan, schedule, coordinate and carry out all management, architectural, engineering, mechanical, electrical, maintenance, and repair functions to all buildings systems, facilities, and grounds of the properties known as "One White Flint North" and "Two White Flint North," (hereinafter referred to as "OWFN" and "TWFN"), located at 11555 Rockville Pike, Rockville, Maryland, and 11545 Rockville Pike, Rockville, Maryland, respectively, on behalf of the U.S. Nuclear Regulatory Commission (NRC). The Contractor is not responsible for landscaping, trash removal and custodial services.

[End of Clause]

B.3 FIRM-FIXED PRICE FOR THE PHASE-IN/PHASE-OUT TASK

1. Commencing on the effective date of the contract, the Contractor shall perform all work required for the Phase-In/Phase-Out Task in OWFN and TWFN in accordance with Section C.2.1 of this contract at the total firm fixed price of \$ 0.00 .
2. Full take-over of OWFN and TWFN shall take place on May 22, 1999.

B.4 PRICES FOR BASIC CONTRACT SERVICES:

The Contractor shall perform all basic contract services in accordance with Section C of this contract at the total firm-fixed price for each year as shown below.

The total firm-fixed price for the base year and each option year shall include total cost for performance of all basic service requirements.

B.4.1 BASE PERIOD (OWFN & TWFN):
April 21, 1999 - November 30, 1999

	Quantity	Unit	Price	Total
1) Phase-In/Phase-Out Task 4/21/99 - 5/21/99	(One Time Cost)		\$ -0-	\$ -0-
2) Building Mechanical Operations and Maintenance				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>16,452</u>	\$ <u>16,452</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>51,000</u>	\$ <u>306,000</u>
3) Architectural and Structural Maintenance and Repairs				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>1,151</u>	\$ <u>1,151</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>3,567</u>	\$ <u>21,402</u>
4) Parking Facilities Management *				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>5,150</u>	\$ <u>5,150</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>15,965</u>	\$ <u>95,790</u>
5) Incidental Facilities Tasks				
a) 5/22/99 - 5/31/99	1	Lot	\$ <u>2,515</u>	\$ <u>2,515</u>
b) 6/01/99 - 11/30/99	6	Month	\$ <u>7,795</u>	\$ <u>46,770</u>

TOTAL FIRM FIXED PRICE FOR BASE PERIOD: \$ 495,230

B.4.2 OPTION YEARS 1-4, (OWFN & TWFN):
Option Year 1-December 1, 1999 - November 30, 2000

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>49,573</u>	\$ <u>594,876</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,467</u>	\$ <u>41,604</u>
3) Parking Facilities Management *	12	Month	\$ <u>16,282</u>	\$ <u>195,384</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,577</u>	\$ <u>90,924</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR ONE:				\$ <u>922,788</u>

Option Year 2-December 1, 2000 - November 30, 2001

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>50,425</u>	\$ <u>605,100</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,527</u>	\$ <u>42,324</u>
3) Parking Facilities Management *	12	Month	\$ <u>17,143</u>	\$ <u>205,716</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,707</u>	\$ <u>92,484</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR TWO:				\$ <u>945,624</u>

Option Year 3-December 1, 2001 - November 30, 2002

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>51,293</u>	\$ <u>615,516</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,587</u>	\$ <u>43,044</u>
3) Parking Facilities Management *	12	Month	\$ <u>17,143</u>	\$ <u>205,716</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,840</u>	\$ <u>94,080</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR THREE:				\$ <u>958,356</u>

Option Year 4-December 1, 2002 - November 30, 2003

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ <u>51,550</u>	\$ <u>618,600</u>
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ <u>3,605</u>	\$ <u>43,260</u>
3) Parking Facilities Management *	12	Month	\$ <u>17,143</u>	\$ <u>205,716</u>
4) Incidental Facilities Tasks	12	Month	\$ <u>7,880</u>	\$ <u>94,560</u>
TOTAL FIRM FIXED PRICE FOR OPTION YEAR FOUR:				\$ <u>962,136</u>

GRAND TOTAL FOR BASIC CONTRACT SERVICES: \$4,284,134.00

*The NRC will not obligate funds under this contract for Parking Facilities Management services. Payments to the Contractor for Parking Facilities Management services shall be obtained from monies collected by the Contractor for parking permits.

B.5 TOTAL ESTIMATED COST FOR UTILITIES AND REIMBURSABLE CONTRACT SERVICES

- A. The estimated ceiling for payment of all utilities (Refer to Section C.2.6) for the base period, Option Year 1, and Option Year 2 is \$4,737,167.00 (\$1,137,167 for base period, \$1,800,000 for Option Year 1, \$1,800,000 for Option Year 2). The NRC will incrementally obligate funds for payment of utilities. The Contractor shall be reimbursed for actual costs paid to the utility company for utility services provided at the OWFN and TWFN facilities.
- B. Total funds in the amount of \$4,176,107.00 have been obligated for the payment of utility services for the base period, Option Year 1, and Option Year 2.
- C. It is estimated that the cost of all utilities is \$1,800,000 per year.
- D. The estimated ceiling for reimbursable contract services for the base period, Option Year 1, and Option Year 2 is \$343,833 (\$55,833 for base period, \$145,000 for Option Year 1, \$143,000 for Option Year 2). The NRC will incrementally obligate funds for reimbursable work. The Contractor shall be reimbursed for actual costs for reimbursable services provided at the OWFN and TWFN facilities.
- E. Total funds in the amount of \$343,833.00 have been obligated for the performance of reimbursable work for the base period, Option Year 1, and Option Year 2.
- F. It is estimated that the cost of reimbursable contract services is \$100,000 per year.

The Contracting Officer may unilaterally increase these amounts as necessary during the contract period.

The Project Officer or Contracting Officer may issue work orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall at no time, exceed the contract ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount is done at the Contractor's sole risk.

B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- A. The total ceiling amount for the Firm Fixed Price, reimbursable contract services and payment of utilities for the Base Period and Phase-In/Phase-Out Task is \$1,714,498. The total obligated amount for these services is \$1,587,290.
- B. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 1 is \$2,867,788. The total obligated amount for these services is \$2,530,844.
- C. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 2 is \$2,878,292. The total obligated amount for these services is \$2,263,408.

B.7 RATES FOR REIMBURSABLE CONTRACT SERVICES

1. HOURLY RATES

The following rates shall be used in pricing reimbursable contract services. In the event that the Contractor shall be required to perform any basic contract services - or a portion thereof - during other than the Contractor's Regular Working Hours (refer to Section 3.2.1 for Contractor's Regular Working Hours) or on an overtime basis, the following hourly rates shall be used in pricing work orders under this contract:

BASE YEAR:	Regular Hourly Rate	Overtime Hourly Rate
<u>Labor Category</u>		
Electrician	___34.28__	___39.18__
General Mechanic	___32.46__	___36.87__
Facility Manager	___40.77__	___40.77__
Technical Manager	___31.42__	___31.42__
Pipefitter	___32.46__	___36.87__
Stationary Engineer	___32.46__	___36.87__
HVAC Mechanic	___32.46__	___36.87__
Sheet-metal Worker	___32.46__	___36.87__
Carpenter	___32.46__	___36.87__
Painter	___32.46__	___36.87__
Plumber	___34.28__	___39.18__
Helper	___24.05__	___31.41__
General Laborer	___24.05__	___31.41__
Fire Extinguisher Repairer	___32.46__	___36.87__
Parking Attendant	___11.91__	___16.09__

Locksmith	<u>32.46</u>	<u>36.87</u>
Installer/Repairer	<u>32.46</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.46</u>	<u>36.87</u>

OPTION YEAR ONE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.00</u>	<u>39.18</u>
General Mechanic	<u>32.18</u>	<u>36.87</u>
Facility Manager	<u>41.91</u>	<u>41.91</u>
Technical Manager	<u>32.28</u>	<u>32.28</u>
Pipefitter	<u>32.18</u>	<u>36.87</u>
Stationary Engineer	<u>32.68</u>	<u>36.87</u>
HVAC Mechanic	<u>32.68</u>	<u>36.87</u>
Sheet-metal Worker	<u>32.18</u>	<u>36.87</u>
Carpenter	<u>32.68</u>	<u>36.87</u>
Painter	<u>32.68</u>	<u>36.87</u>
Plumber	<u>34.00</u>	<u>39.18</u>
Helper	<u>28.19</u>	<u>31.41</u>
General Laborer	<u>28.19</u>	<u>31.41</u>
Fire Extinguisher Repairer	<u>32.68</u>	<u>36.87</u>
Parking Attendant	<u>12.90</u>	<u>17.46</u>
Locksmith	<u>32.68</u>	<u>36.87</u>
Installer/Repairer	<u>32.68</u>	<u>36.87</u>
Architectural Structural Mechanic	<u>32.68</u>	<u>36.87</u>

OPTION YEAR TWO:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	<u>34.78</u>	<u>40.20</u>
General Mechanic	<u>32.91</u>	<u>37.81</u>
Facility Manager	<u>43.09</u>	<u>43.09</u>
Technical Manager	<u>33.16</u>	<u>33.16</u>
Pipefitter	<u>32.96</u>	<u>37.89</u>
Stationary Engineer	<u>33.41</u>	<u>37.81</u>
HVAC Mechanic	<u>33.41</u>	<u>37.81</u>
Sheet-metal Worker	<u>32.91</u>	<u>37.81</u>
Carpenter	<u>33.41</u>	<u>37.81</u>
Painter	<u>33.41</u>	<u>37.81</u>
Plumber	<u>34.78</u>	<u>40.02</u>
Helper	<u>28.81</u>	<u>32.21</u>
General Laborer	<u>28.81</u>	<u>32.21</u>
Fire Extinguisher Repairer	<u>33.41</u>	<u>37.81</u>
Parking Attendant	<u>13.13</u>	<u>16.72</u>
Locksmith	<u>33.41</u>	<u>37.81</u>
Installer/Repairer	<u>33.41</u>	<u>37.81</u>
Architectural Structural Mechanic	<u>33.41</u>	<u>37.81</u>

OPTION YEAR THREE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 35.58	___ 41.23
General Mechanic	___ 33.66	___ 38.78
Facility Manager	___ 44.21	___ 44.21
Technical Manager	___ 34.07	___ 34.07
Pipefitter	___ 33.76	___ 38.92
Stationary Engineer	___ 34.16	___ 38.78
HVAC Mechanic	___ 34.16	___ 38.78
Sheet-metal Worker	___ 33.66	___ 38.78
Carpenter	___ 34.16	___ 38.78
Painter	___ 34.16	___ 38.78
Plumber	___ 35.58	___ 41.23
Helper	___ 29.44	___ 33.03
General Laborer	___ 29.44	___ 33.03
Fire Extinguisher Repairer	___ 34.16	___ 38.78
Parking Attendant	___ 13.13	___ 16.72
Locksmith	___ 34.16	___ 38.78
Installer/Repairer	___ 34.16	___ 38.78
Architectural Structural Mechanic	___ 34.16	___ 38.78

OPTION YEAR FOUR:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 35.58	___ 41.23
General Mechanic	___ 33.66	___ 38.78
Facility Manager	___ 45.39	___ 45.39
Technical Manager	___ 35.00	___ 35.00
Pipefitter	___ 33.76	___ 38.92
Stationary Engineer	___ 34.16	___ 38.78
HVAC Mechanic	___ 34.16	___ 38.78
Sheet-metal Worker	___ 33.66	___ 38.78
Carpenter	___ 34.16	___ 38.78
Painter	___ 34.16	___ 38.78
Plumber	___ 35.58	___ 41.23
Helper	___ 29.44	___ 33.03
General Laborer	___ 29.44	___ 33.03
Fire Extinguisher Repairer	___ 34.16	___ 38.78
Parking Attendant	___ 13.13	___ 16.72
Locksmith	___ 34.16	___ 38.78
Installer/Repairer	___ 34.16	___ 38.78
Architectural Structural Mechanic	___ 34.16	___ 38.78

2. FIXED UNIT PRICES (UNIT PRICE AGREEMENTS)

The Contractor shall perform Unit Price Agreement (UPA) work orders at the unit prices set forth in Attachment No. 12 "Unit Price Schedule" of the Contract. These unit prices include materials, labor and profit per unit of work required.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

Throughout this contract, performance requirements shall be designated as constituting either "basic contract services" under the firm-fixed-price portion of this contract, or payment of utilities and "reimbursable contract services" under the indefinite-delivery portion of this contract. Those performance requirements constituting basic contract services shall be fully performed at the fixed unit price as set forth in Section B.4. Those performance requirements constituting reimbursable contract services shall be fully performed upon receipt of a work order from the Contracting Officer (CO) or the Project Officer (PO) in accordance with Section C.2.7.

The "effective date of the contract" used throughout this Section C is defined as the first day of the contract period of performance. The "takeover date of the contract" as referenced throughout this Section C is defined as the first day that the responsibility to perform all work requirements are transferred from the Outgoing Contractor to the successor Contractor. During the period between the effective date and the takeover date, referred to as the "Phase-In/Phase-out period," the 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 all other definitions under this contract, the Contractor shall refer to their applicable sections within this Statement of Work.

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

C.2 SPECIFIC WORK REQUIREMENTS

The general performance requirements, as set forth in Section C.3 of this contract, apply for all specific work requirements as 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.

C.2.1 PHASE-IN PHASE-OUT (PIPO)

Performance Requirement (Phase-In)

The Contractor shall develop and implement a detailed PIPO plan that is jointly agreed upon with the Outgoing contractor.

The Contractor shall submit a draft PIPO Plan to the PO within 5 days after the effective date of the contract for the PO's approval. The Plan shall identify those areas that the Contractor and the Outgoing contractor cannot agree on. The PO's comments on the draft PIPO Plan will be provided to the Contractor within 2 days following receipt of the Plan.

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Following receipt of the PO's comments in resolution of the differences cited in the draft PIPO Plan, the Contractor shall provide a revised PIPO Plan to the PO for approval within 3 days after receipt of the PO's comments.

The Contractor shall perform a joint inspection of all systems and equipment with the Outgoing contractor, Project Officer and other NRC personnel.

The Contractor shall prepare and submit to the PO for review, within 30 days after takeover of the contract, a deficiency report with a listing of the repairs needed and the cost to correct each repair. The repairs shall be classified as critical or non-critical. (Please see the Glossary of Terms for definition of "critical" and "non-critical" work.)

The Contractor shall correct deficiencies identified in the report after receiving required Government approval from the PO or CO.

The PIPO services shall consists of the following activities:

- o Transfer of all utility accounts (i.e., water, gas, electric)
- o Transfer of maintenance records
- o Orientation of all equipment and systems
- o Establish a Damage Control Team
- o Establish an after hour drill of emergency fire control and response plan

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 submit an updated MSDS to the PO prior to use of new chemicals. The Contractor shall maintain on file all MSDS in accordance with OSHA standards. All MSDS shall be immediately accessible to the Contractor, PO and NRC Health and Safety Manager in case of emergency.

Performance Requirement (Phase-Out)

The Contractor shall perform all phase-out services 30 days prior to the expiration of the contract period, to ensure successful transition for any successor contractor.

Upon the expiration of this contract all services performed by the Contractor shall be performed under a work order in accordance with the contract Reimbursable Contract Services requirement.

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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 submit an updated MSDS to the PO prior to use of new chemicals. The Contractor shall maintain on file all MSDS in accordance with OSHA standards. All MSDS shall be immediately accessible to the Contractor, PO and NRC Health and Safety Manager in case of emergency.

Performance Requirement (Phase-Out)

The Contractor shall perform all phase-out services 30 days prior to the expiration of the contract period, to ensure successful transition for any successor contractor.

Upon the expiration of this contract all services performed by the Contractor shall be performed under a work order in accordance with the contract Reimbursable Contract Services requirement.

Acceptable Performance Level

The Contractor shall complete all work required under Section C.2.1 PHASE-IN PHASE-OUT within the periods specified to ensure orderly transition to the Successor contractor without any interruption to the building services.

Surveillance Plan

Random inspections and customer complaints through FIXITs and E-mails.

Minimum Acceptable Deviation

Zero deficiencies are allowed, unless otherwise authorized by the Project Officer or Contracting Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .1 PHASE-IN PHASE-OUT (PIPO) of the contract.

The Contractor shall be liable for daily charges paid by the Government to the Incumbent contractor to continue operation of the buildings after takeover date of this contract, if full takeover is delayed due to the Contractor's failure to complete the required PIPO activities. Accordingly, the Contractor's billings shall be adjusted for payment of the charges due to the Government.

C.2.2 BUILDING MECHANICAL OPERATIONS AND MAINTENANCE

Unless otherwise specified below, operation of all mechanical and electrical systems as required herein shall be regarded as basic contract services.

Performance Requirement

A. OWFN AND TWFN EQUIPMENT AND SYSTEMS

The equipment and systems to be operated, maintained, repaired, and otherwise serviced in accordance with the requirements of this contract include all mechanical, electrical, plumbing, utility, and other systems installed at the OWFN and TWFN buildings (and any replacements acquired during the period of performance of this contract) consisting of the following:

- (a) air-conditioning equipment and systems.
- (b) air-handling/distribution equipment and systems
- (c) aviation warning lights
- (d) domestic water equipment and systems
- (e) drinking water systems
- (f) electrical equipment, overhead and task lighting and switchgear systems
- (g) fire protection and detection equipment and systems, fire retardants and extinguishers
- (h) heating equipment and systems
- (l) HVAC system controls and energy management system
- (j) sanitary sewage equipment and systems
- (k) storm drainage equipment and systems
- (l) underground utility systems
- (m) cafeteria utility systems
- (n) curtain wall systems
- (o) architectural and structural systems
- (p) parking facility
- (q) underground sprinkler system
- (r) New Reg Café cooking equipment
- (s) New Reg Café exhaust hood and duct
- (t) Snack-n-Go, Day Care, Fitness Center, and Jogger Shower facility systems
- (u) electrical drop down projection screens
- (v) above-ground glass structure connecting the OWFN and TWFN buildings (Link)
- (w) portable conference room partitions
- (x) TWFN cafeteria cooking equipment, grease traps, and refrigeration equipment
- (y) TWFN cafeteria exhaust hood and duct
- (z) Outside Grounds (does not include landscaping) and Driveways

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The attached Equipment Inventory List (refer to Attachment No. 1) represents the most accurate and current record of equipment and systems. Within 45 calendar days after the effective date of the contract, the Contractor shall complete a comprehensive physical inventory of all facility equipment and systems, and report to the P.O. any discrepancies with the equipment inventory list provided as Exhibit 2 & 3 & Bidder's Lib., and any systems identified as contract requirements. The Contractor shall provide a monthly update of this list if any elements of it change from the previous month. Otherwise, the Contractor shall provide an affirmative written statement that no change has occurred. The Contractor shall submit the updated list or affirmative statement to the PO within five days after the beginning of each month.

The Contractor shall review the current equipment inventory numbering plan within 60 days after the effective date of the contract and inspect all equipment to identify those pieces of equipment requiring preventive maintenance (P.M.), and submit a listing of equipment not yet numbered, or not identified. The revised plan, incorporating GSA's guide numbers, shall be approved by the PO within 14 calendar days after submission. Equipment I.D. numbers shall be permanently affixed to the equipment by means of professional stenciling or other approved industry method. All equipment requiring P.M. shall have a number stenciled within 21 calendar days after the PO's approval of the plan.

The Contractor is not responsible for operation, maintenance, or repair of the following NRC-owned or privately-owned equipment:

- (a) Mail Handling Equipment
- (b) Computers
- (c) Audio-Visual Equipment except for drop down projection screens
- (d) Office Furniture
- (e) Printing Plant Equipment
- (f) Systems Furniture Installation
- (g) Telecommunications Equipment
- (h) Security System
- (i) Laboratory Equipment
- (j) Office Machines
- (k) NRC-Owned Appliances
- (l) Rooftop Microwave Equipment
- (m) Personally-Owned Appliances
- (n) Equipment belonging to other contractors
- (o) Elevator Systems

B. OWFN AND TWFN EQUIPMENT AND SYSTEMS OPERATIONS AND MAINTENANCE

The Contractor shall provide all maintenance, supervision, labor, supplies, tools, and equipment to ensure the efficient and economical operation of the OWFN and TWFN buildings and grounds. Grounds includes fences, benches, lights, flagpoles, security camera poles, step rails,

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and driveways. The Contractor is not responsible for landscaping, trash removal and custodial services.

The Contractor shall operate and maintain all mechanical, electrical, plumbing and utility systems to prevent interruption in services within the OWFN and TWFN buildings and grounds.

The Contractor shall ensure that the operation of these systems are in conformance with the energy and water conservation and efficiency requirements specified by the National Energy Conservation Policy Act (NECPA) of the Department of Energy.

The Contractor shall operate and maintain the Computerized Energy Management Systems for both buildings in order to maximize the life expectancy, functionality, and operation of the equipments and systems. The Computerized Energy Management Systems control the startups and shutdowns of the HVAC equipment and systems.

(NOTE: Refer to Section C.3.6.2 paragraph D. for Year 2000 Requirements for Computer Equipment, Software and Systems.)

The Contractor shall use operating personnel that have received certified training from the manufacturer's of the Staefa and Landis & Gyr Powers Automated (EMS) systems. All certifications shall be updated consistent with manufacturer's regulations and recommendations.

The Contractor shall maintain 68-70 degrees Fahrenheit temperatures during NRC's Regular Working Hours in the heating season and 76-78 degrees Fahrenheit during NRC's Regular Working Hours in the cooling season. The Contractor shall adjust temperatures when requested by FIXIT service request or Project Officer. The Contractor shall start up or shut down the HVAC equipment earlier or later than the Contractor's Regular Working Hours, contingent upon weather conditions and building temperatures effected thereby. Such services shall be performed as basic services. The Contractor shall maintain building room temperatures during other than NRC's Regular Working Hours to assure the protection of the buildings when severe weather conditions exist.

Within sixty days after the contract take-over date the Contractor shall test all existing facility computer systems to include the following systems: Simplex Fire Protection, Energy Management Systems (Landis & Staefa and Capron Company) and warrant in writing to the CO that the systems operate with fault-free performance in processing date-related data including manipulation of data with dates prior to, thru and beyond January 2000. Should these systems require modification to be Year 2000 fault-free, the Contractor shall prepare a proposal for the specific work and costs associated to make the systems Year 2000 compliant. These services shall be performed as reimbursable contract services with prior approval by the CO.

The Contractor shall use outside air "free cooling" (Economizer Cycle), during moderate seasons based on outside air temperature and humidity conditions. The Contractor shall turn off the chillers and adjust fresh air dampers and other associated equipment whenever outside temperatures shall allow the Contractor to achieve free cooling of the OWFN and TWFN.

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buildings, as an energy conservation measure. Based on outside air temperature up to 60F and humidity conditions up to 55%RH. (These are estimated ranges contingent on local weather conditions.)

NOTE: Ventilation shall be defined within industry standards set forth by the American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE) and Government requirements as specified by the General Administrative Services (GSA), Department of Energy (DOE) and the Environmental Protection Agency (EPA).

Acceptable Performance Level

Completion of all work required within the periods specified.

Surveillance Plan

Random inspections

Minimum Acceptable Deviation

No more than 10 non-critical deficiencies per month, unless otherwise approved by the Project Officer or Contracting Officer.

Zero critical deficiencies are allowed, unless otherwise approved by the Project Officer or Contracting Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2 BUILDING MECHANICAL OPERATIONS AND MAINTENANCE of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Non-critical

No. of Deficiencies (Per Month)	Amount
0 - 10	\$ 0
11 - 15	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

Critical

The Contractor shall be liable for payment of \$1,000 per deficiency, per day for critical deficiencies.

C.2.2.1 MAINTENANCE AND REPAIRS

Unless otherwise specified the performance of all maintenance and repair services required herein shall be regarded as basic contract services.

The acceptable level of maintenance and repair is defined as the level of maintenance and repair which shall preserve the equipment in an unimpaired operating condition. Unimpaired operating condition is a condition above the point where deterioration shall begin.

Performance Requirements

The Contractor shall survey all critical equipment listed in the Equipment Inventory List (refer to Section C.3.5) of the OWFN and TWFN buildings to determine the state of operability. Critical equipment is defined as all equipment that is essential for operation of the buildings without disruptions in services, and is required to ensure healthy and safe working environment for the building occupants.

The Contractor shall complete all surveys by 6:45 a.m. each day.

The Contractor's Facility Manager (FM) or Technical Supervisor (TS) shall submit a written report to the Project Officer by 7:15 a.m. each day, certifying the state of operability for all critical equipment.

The Contractor shall report to the Project Officer, by telephone or e-mail, all equipment and systems determined non-operational during the survey. The Contractor shall report this information not later than ten minutes after finding each non-operational equipment.

The Contractor shall identify, in the written report submitted to the Project Officer by 7:15 a.m., all actions that shall be taken to restore the operation of equipment and systems determined non-operational in the report.

The Contractor shall report by telephone or e-mail, at any time during the day, any equipment or systems found to be non-operational or experiencing degraded operation during the course of the day. The Contractor shall follow-up all telephonic reports in writing (i.e., e-mail) within 30 minutes of the report or a time otherwise agreed upon with the Project Officer, for all urgent or emergency requests.

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The Contractor shall report to the Project Officer malfunctions in the fire alarm security systems, chillers, pumps, package air conditions units in the Computer Processing Unit rooms, air handling units, and automatic sliding doors, within ten minutes after finding the malfunctioning equipment or systems.

The Contractor shall maintain all mechanical rooms, shops and storerooms in a clean and orderly manner. Clean is defined to be free from dirt, debris, dust or similar substances or particles. Orderly is defined to be tidy, neat and in a presentable arrangement.

The Contractor shall clean up all debris and leave the area where work has been performed in a clean and orderly position.

At least once during the period of this contract, and as necessary to maintain the appearance of the rooms, doors and equipment, the Contractor shall paint (excluding air handling rooms) the mechanical rooms, shops and storerooms, including the floor and equipment, in the established color scheme. Painting shall be performed at a time approved by the Project Officer.

The Contractor shall maintain the equipment identification for all equipment and systems. This shall be done through stenciling, tagging, and any other method accepted by the Project Officer.

The Contractor shall properly secure and store in containers, supplies such as packing, lubricants, rags, cleaners, in accordance with the National Fire Protection Association codes and standards.

The Contractor shall recover chlorofluorocarbon (CFC) refrigerants and avoid their release into the atmosphere when servicing air conditioning equipment.

The Contractor shall replace all furniture to its original position after completing all repair or maintenance service in a work site.

The Contractor shall not remove, without prior approval, any papers or personal belongings in the work site when performing repairs or maintenance service.

The Contractor shall perform all work with minimum interference to the NRC operation and personnel.

The Contractor shall schedule with the Project Officer, not less than 24 hours in advance, all temporary outages of any utility services and security or fire alarm systems required for the performance of work. All outages required after NRC's Regular Work Hours and affecting NRC operations, shall be approved by the NRC Project Officer unless otherwise specified.

The Contractor shall place a "repair pending notice" at the repair site for any pending repair that is not completed by the end of the Contractor's Regular Work Hours. The Contractor shall note the repair to be made, the technician's name and a contact point for questions.

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and driveways. The Contractor is not responsible for landscaping, trash removal and custodial services.

The Contractor shall operate and maintain all mechanical, electrical, plumbing and utility systems to prevent interruption in services within the OWFN and TWFN buildings and grounds.

The Contractor shall ensure that the operation of these systems are in conformance with the energy and water conservation and efficiency requirements specified by the National Energy Conservation Policy Act (NECPA) of the Department of Energy.

The Contractor shall operate and maintain the Computerized Energy Management Systems for both buildings in order to maximize the life expectancy, functionality, and operation of the equipments and systems. The Computerized Energy Management Systems control the startups and shutdowns of the HVAC equipment and systems.

(NOTE: Refer to Section C.3.6.2 paragraph D. for Year 2000 Requirements for Computer Equipment, Software and Systems.)

The Contractor shall use operating personnel that have received certified training from the manufacturer's of the Staefa and Landis & Gyr Powers Automated (EMS) systems. All certifications shall be updated consistent with manufacturer's regulations and recommendations.

The Contractor shall maintain 68-72 degrees Fahrenheit temperatures during NRC's Regular Working Hours in the heating season and 74-78 degrees Fahrenheit during NRC's Regular Working Hours in the cooling season. The Contractor shall adjust temperatures when requested by FIXIT service requests to be within these ranges, or as requested by the NRC Project Officer. The Contractor shall start up or shut down the HVAC equipment earlier or later than the Contractor's Regular Working Hours, contingent upon weather conditions and building temperatures effected thereby. Such services shall be performed as basic services. The Contractor shall maintain building room temperatures during other than NRC's Regular Working Hours to assure the protection of the buildings when severe weather conditions exist.

Within sixty days after the contract take-over date the Contractor shall test all existing facility computer systems to include the following systems: Simplex Fire Protection, Energy Management Systems (Landis & Staefa and Capron Company) and warrant in writing to the CO that the systems operate with fault-free performance in processing date-related data including manipulation of data with dates prior to, thru and beyond January 2000. Should these systems require modification to be Year 2000 fault-free, the Contractor shall prepare a proposal for the specific work and costs associated to make the systems Year 2000 compliant. These services shall be performed as reimbursable contract services with prior approval by the CO.

The Contractor shall use outside air "free cooling" (Economizer Cycle), during moderate seasons based on outside air temperature and humidity conditions. The Contractor shall turn off the chillers and adjust fresh air dampers and other associated equipment whenever outside temperatures shall allow the Contractor to achieve free cooling of the OWFN and TWFN

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The Contractor shall maintain an adequate storage of spare parts, materials, supplies and expendable items to ensure uninterrupted operation of the buildings. The Contractor shall also have access to a readily available source to supply parts, materials, and supplies to ensure uninterrupted operation of the buildings.

The Contractor shall establish procedures under the Resource Conservation and Recovery Act (RCRA) for disposal of hazardous waste (if applicable) used during the operation and maintenance of equipment and mechanical systems. This includes the accumulation, transportation, treatment, storage, or disposal of hazardous waste. The federal regulations for hazardous waste are in Title 40 - Code of Federal Regulations (40 CFR).

Acceptable Performance Level

Completion of all services required within the periods specified.

Surveillance Plan

Random inspections and customer complaints through FIXITs and E-mails.

Minimum Acceptable Deviation

Non-critical

The Contractor is allowed 24 hours to correct any non-critical deficiency.

The Contractor is allowed no more than 20 non-critical deficiencies per month, that are not corrected within 24 hours or within a reasonable time as agreed to by the Project Officer.

Critical

The Contractor is allowed 1 hour to correct any critical deficiency.

The Contractor shall correct all critical deficiencies within 1 hour or within a reasonable time as agreed to by the Project Officer.

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Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2.1 MAINTENANCE AND REPAIRS of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Non-critical

No. of Deficiencies (Per Month)	Amount
0 - 20	\$ 0
21 - 30	\$500

The Contractor shall be liable for payment of \$500 for every 10th deficiency thereafter.

Critical

The Contractor shall be liable for payment of \$1,000 per deficiency, per day for critical deficiencies.

C.2.2.2 PREVENTIVE MAINTENANCE

C.2.2.2 Preventive Maintenance

All preventive maintenance shall be performed only by qualified personnel who are fully knowledgeable and experienced in inspecting, testing, and maintaining buildings similar to OWFN and TWFN. As a minimum, testing work on high and low voltage electrical power distribution systems shall be performed only by journey level mechanics, accredited as certified by the National Electrical Testing Association or equivalent testing organizations approved by the Project Officer, and have a minimum of two years of field experience. The journey level mechanics may be assisted by qualified helpers in conformity with local trade practices.

All preventive maintenance shall be performed during the Contractor's Regular Working Hours with the exception of any equipment that shall disrupt service to the building. Performance of maintenance on this equipment shall be conducted during other than Contractor's Regular Working Hours. The costs for all preventive maintenance performed during this period shall be considered Basic Contract Services.

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Performance Requirement

The Contractor shall submit to the Project Officer on the 25th work day of each month, a schedule of the basic services preventive maintenance to be completed during the following month.

The Contractor shall perform preventive maintenance services for each piece of equipment and system listed in the Equipment Inventory List (Refer to Exhibit Nos. 1, 2 and 3). The preventive maintenance service shall include, as a minimum, the following:

A PM schedule and standards that meet the manufacturer's standards or GSA Guide Card standards prescribed in GSA's "Buildings Maintenance Management Handbook".

A written explanation to the PO for review and approval when the Contractor has determined that deviation from these standards is necessary in performing PM services.

A PM deficiency identification and abatement program.

The Contractor shall prepare and submit to the PO, within five days after completing PM services, service records for each item that identifies the frequency of preventive maintenance and repairs, labor and parts costs, the name of the mechanic, the parts used, and the supervisory's quality control certification .

The Contractor shall use an automated system which contains relevant historical information, inventory listings, to provide the monthly status of complete and incomplete preventive maintenance, and other reports needed to support the Contractor's Preventive Maintenance Plan. If required, the NRC will provide the Contractor with any historical information, inventory listings available for input into the Contractor's automated system. The Contractor shall provide the NRC, at contract expiration, with software and data used for the Contractor's automated preventive maintenance program.

The Contractor shall update the automated preventive maintenance report weekly, with all data being current and accurate.

The Contractor shall submit a PM Schedule for Project Officer's review and approval 30 days after the contract takeover for all equipment and systems for which scheduled PM is required for a period other than annually, i.e., every two years, every three years.

The Contractor shall perform maintenance and scheduled repair work that is disruptive to daily operations or occupants after NRC's Regular Working Hours. These services shall be performed

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as Basic Services. The Contractor shall notify the PO with a revised date and time when there is need to change the pre-established date and time for PM services.

(NOTE: The PO may be available during the Contractor's performance of PM services or repair work.)

The Contractor shall submit a monthly PM completion report to the PO on the 5th work day of each month. This report shall include a list of the previously planned scheduled PM for each piece of equipment and system, a list of the actual completed PM, date that the PM was completed, and a list of all deficiencies and corrective actions taken.

The Contractor shall inspect all fired and unfired pressure vessels annually, in accordance with the National Board of Boiler and Pressure Vessels and the ASME Boiler and Pressure Codes. The initial inspection shall be completed within 60 days after the effective date of this contract, unless otherwise approved by the Project Officer.

The inspection shall be performed by inspectors who are certified by the National Board of Boiler and Pressure Vessel Inspectors.

The Contractor shall notify the Project Officer in writing, within five days after completion of the inspection, certifying that the inspection has been completed in compliance with all recommendations set forth in the National Board of Boiler and Pressure Vessels and the ASME Boiler and Pressure Codes, regarding the correction of deficiencies in fired and unfired pressure vessels.

Upon the completion of all corrections, the Contractor shall provide the Project Officer with a completed Inspection Report of Fired and Unfired Pressure Vessels that has been certified by the Inspector, indicating that satisfactory inspection for each fired and unfired pressure vessels has been performed.

The Contractor shall post the completed inspection certificate or other form approved by the Project Officer on or near the fired and unfired pressure vessels.

The Contractor shall, subject to the dollar thresholds specified in the section entitled "Repairs" below, correct all deficiencies identified during preventive maintenance inspections.

Acceptable Performance Level

Completion of all services required, within the periods specified.

Surveillance Plan

Random and Joint inspections

Minimum Acceptable Deviation

Non-critical

The Contractor is allowed 24 hours to correct any non-critical deficiency.

The Contractor is allowed no more than 20 non-critical deficiencies per month, that are not corrected within 24 hours or within a reasonable time as agreed to by the Project Officer.

Critical

The Contractor is allowed 1 hour to correct any critical deficiency.

The Contractor shall correct all critical deficiencies within 1 hour or within a reasonable time as agreed to by the Project Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2.2 PREVENTIVE MAINTENANCE of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Non-critical

No. of Deficiencies (Per Month)	Amount
0 - 20	\$ 0
21 - 30	\$500

The Contractor shall be liable for payment of \$500 for every 10th deficiency thereafter.

Critical

The Contractor shall be liable for payment of \$1,000 per deficiency, per day for critical deficiencies.

C.2.2.3 REPAIRS THAT DO NOT EXCEED \$2,500

A repair is defined as work required to prevent a breakdown of a piece of equipment or systems, or the restoration of service after a breakdown or failure of equipment or system. Additionally, a repair is defined as all architectural and structural maintenance and repair services which shall prevent damage and premature deterioration to architectural and structural components. This does not include equipment and systems design changes, modifications, or upgrades.

Performance Requirement

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspection activities, NRC's quality assurance surveillance activities and through FIXIT requests.

The Contractor shall be responsible for the first \$2,500 for the cost of any repair. For those repairs where the cost is above \$2,500, the NRC shall be responsible for reimbursing the Contractor for the cost in excess of the first \$2,500 (Refer to Section C.2.2.4).

Should the decision be made to replace equipment in lieu of repair, the contractor shall be responsible for the first \$2,500 cost for replacement of the equipment. The Contractor is not responsible for these costs when the reason equipment is replaced is for non-repair reasons such as equipment upgrade.

The Contractor shall coordinate the scheduling of all repair services with the Project Officer.

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Acceptability Performance Level

The Contractor shall complete all repairs that do not exceed \$2500 within the following time frames, after identification and notification by the Project Officer of the required repair.

Emergency repairs, within 1 hour or less
Urgent repairs, within 2 hours or less
Routine repairs, within 24 hours

Surveillance Plan

Random and joint inspections, customer complaints through FIXITs and E-mails.

Minimum Acceptable Deviation

The Contractor is allowed ---

Zero instances each month where Emergency repairs are not completed within 1 hour or less after identification and notification, or within a reasonable time as agreed to by the Project Officer.

No more than 5 instances each month where Urgent repairs are not completed within 2 hours or less after identification and notification, or within a reasonable time as agreed to by the Project Officer.

No more than 20 instances each month where Routine repairs are not completed within 24 hours after identification and notification, or within a reasonable time as agreed to by the Project Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2.3 REPAIRS THAT DO NOT EXCEED \$2,500 of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Emergency Repairs

The Contractor shall be liable for payment of \$1,000 for each emergency repair not completed within 1 hour or within a reasonable time as agreed to by the Project Officer.

Urgent Repairs

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

Routine Repairs

No. of Deficiencies (Per Month)	Amount
0 - 20	\$ 0
21 - 25	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

C.2.2.4 REPAIRS EXCEEDING \$2,500

The NRC reserves the right to have any repair exceeding \$2,500 performed by other than the Contractor and by so doing does not breach or otherwise violate the contract.

For those repair costs above \$2,500 that shall be reimbursed by the NRC under the reimbursable services portion of this contract, the NRC reserves the right to furnish any or all parts, materials and/or supplies to the Contractor as NRC-furnished property. In the event the NRC authorizes the Contractor to furnish parts, materials, and/or supplies, the price shall be on the basis of established catalog or list prices in effect, less all applicable discounts. However, in no event shall such price be in excess of the Contractor's sale price to his most favored customers for the same item in like quantity, or the current market price, whichever is lower.

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Performance Requirement

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspections, NRC's inspections and through FIXIT requests.

The Contractor shall obtain prior written approval from the CO in performance of repairs exceeding \$2,500.

The Contractor shall submit a complete cost estimate proposal to the CO and the PO for approval of repairs exceeding \$2500. The cost estimate shall include a detailed breakdown of all costs such as, labor hours, itemized materials and/or supplies, indirect costs and any profit.

The Contractor shall submit the proposal to each the CO and the PO within 24 hours after determining that a repair exceeding \$2,500 is required.

NOTE: In the case of any emergency repair job, it is the CO's discretion to authorize the Contractor to proceed without written approval.

In the event the Contractor, while performing repairs (\$2,500 or under), determines that the cost shall exceed the \$2,500 repair limit, the Contractor shall first obtain CO approval as defined above before continuing such repair work. If the Contractor proceeds without having first obtained approval, the NRC shall not be liable for reimbursement to the Contractor for the amounts in excess of \$2,500.

The Contractor shall be responsible for the first \$2,500 for the cost of any repairs in this category under the fixed price basic services portion of this contract. Costs for repairs above \$2,500 shall be reimbursed by the NRC under the reimbursable services portion of this contract (refer to Section C.2.7). However, if it is determined by the PO that a repair to equipment, systems, and components is required due to the Contractor's failure to properly operate, maintain, and service the equipment, systems, and components, the Contractor shall be responsible for all costs associated with these repairs.

The Contractor shall accomplish repairs above \$2,500 within the time specified on the Work Order issued by the CO, or as mutually agreed to between the Contractor and the CO.

The Contractor shall notify the PO 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or interfere with normal building operations.

Acceptable Performance Level

The Contractor shall complete all repairs that exceed \$2500 within the following time frames, after identification and notification by the Project Officer of the required repair.

Emergency repairs, within 1 hour or less
Urgent repairs, within 2 hours or less
Routine repairs, within 24 hours

Surveillance Plan

Random inspections, customer complaints through FIXITs and E-mails.

Minimum Acceptable Deviation

The Contractor is allowed ---

No more than 0 instances each month where Emergency repairs are not completed within 1 hour or less after identification and notification, or within a reasonable time as agreed to by the Project Officer.

No more than 5 instances each month where Urgent repairs are not completed within 2 hours or less after identification and notification, or within a reasonable time as agreed to by the Project Officer.

No more than 20 instances each month where Routine repairs are not completed within 24 hours after identification and notification, or within a reasonable time as agreed to by the Project Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2.3 REPAIRS EXCEEDING \$2,500 of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Emergency Repairs

The Contractor shall be liable for payment of \$1,000 for each emergency repair not completed within 1 hour or within a reasonable time as agreed to by the Project Officer.

Urgent Repairs

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$1,000

The Contractor shall be liable for payment of \$1,000 for every 5th deficiency thereafter.

Routine Repairs

No. of Deficiencies (Per Month)	Amount
0 - 20	\$ 0
21 - 25	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

C.2.2.5 WATER TREATMENT

General Statement

Unless otherwise specified below, all water treatment services as required herein shall be regarded as basic contract services. The Contractor shall also refer to Section C.3.8 Manufacturer Safety Data Sheets in performance of the Water Treatment services under this contract.

Performance Requirements

The Contractor shall perform water sample analyses for all the OWFN and TWFN buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems, in accordance with American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) and industry water chemistry standards.

The Contractor shall provide equipment, chemicals, and services, including application services, required to control corrosion, scale, bacteria, algae and slime in all the OWFN and TWFN buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems.

The Contractor shall notify the PO one day in advance of performing all water samples.

Section C

The Contractor shall provide a qualified chemist in performance of each water analysis.

The Contractor shall provide the following information to the Project Officer for each sample:

- (1) Complete name, address and telephone number of the certified chemist who shall be conducting the water analysis,
- (2) identification of system from which sample was taken, and
- (3) date and time water sample was taken.

The Contractor shall conduct two types of analyses, an initial and a monthly water sample analysis.

A. Initial Water Analysis and Treatment

The Contractor shall conduct an Initial Water Analysis for each piece of equipment and system within the first 15 days after the effective date of the contract.

The Contractor shall provide the Project Officer with proposed Water Treatment Plan, within 20 days after the effective date of the contract, which includes, as a minimum, the following:

- (1) Treatment(s) specifically formulated for each type of system according to the recommendations of a qualified chemist.
- (2) Treatment(s) which shall prevent the buildups of adherent mineral deposits (scale) on the heat transfer surfaces of the particular piece of equipment or system.
- (3) A corrosion control program which shall consist of using suitable inhibitors and PH control.
- (4) Treatment(s) to prevent Legionella Pneumophila (Legionella Disease Bacterium (LDB)), using an EPA-registered cooling tower biocide. Information concerning biocide treatment methods, materials, and sources shall be submitted to the PO for approval before use.
- (5) Manufacturer's name, address, and hot-line telephone number of each chemical to be used in the treatment.
- (6) Active ingredients and concentration of each chemical to be used in the treatment.
- (7) Proposed feed rate of the chemical treatment to the system.
- (8) Residual of treatment to be maintained in the system.

Section C

- (9) Test method for determination of chemical treatment residual.
- (10) A warrant that the chemicals to be used in the water treatment program shall have no detrimental effect on the metallic, nonmetallic, and wood materials in the equipment being treated. Chemicals must be in compliance with current water pollution regulations of Montgomery County, State of Maryland, and the EPA.

The Contractor shall implement the proposed Water Treatment Plan upon receipt of a written approval of the Plan by the Project Officer.

The Contractor shall submit to the Project Officer, after completion of the water treatment services set forth in the Plan, a written certification that the Contractor has complied with the chemist's recommendation.

The Contractor shall develop and maintain a written log which details all chemicals used, quantity and field test control. This log shall be made available to the Project Officer when requested.

B. Monthly Water Analysis and Treatment

The Contractor shall conduct monthly water analyses, after completion of the initial water analyses treatment described in Section C.2.2.5 A above, to ensure the effectiveness of the prescribed water treatment program.

The Contractor shall collect two sets of water samples. One set shall be immediately submitted to the Project Officer. One set shall be submitted to a qualified chemist for analysis.

The Contractor shall submit the Chemist's Report containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment, to the Project Officer within ten days after the monthly testing.

The Contractor shall immediately implement the chemist's recommended water treatment.

(NOTE: unless otherwise directed, prior PO approval is not required to implement the treatment.)

The Contractor shall submit a written certification to the PO that the Contractor has complied with the chemist's recommendation, and document the details of all chemicals used in a Water Treatment Log, after completion of the treatment.

The Contractor shall maintain a chemistry log of all analyses to monitor treatment trends.

Section C

Acceptable Performance Level

The Contractor shall perform all required water analyses for the building equipment and systems within the schedule specified in the Contractor's Water Treatment Plan. The water quality shall be maintained within an acceptable tolerance as determined by ASHRAE and industry water chemistry standards.

Surveillance Plan

Random inspections and government independent testing by a certified chemist. Additional samples may be taken on a more frequent basis until it is verified that the out of tolerance condition has been corrected.

Minimum Acceptable Deviation

Non-critical

The Contractor is allowed 24 hours to correct any non-critical deficiency.

The Contractor is allowed no more than 5 non-critical deficiencies per month, that are not corrected within 24 hours or within a reasonable time as agreed to by the Project Officer.

Critical

The Contractor is allowed 1 hour to correct any critical deficiency.

The Contractor shall correct all critical deficiencies within 1 hour or within a reasonable time as agreed to by the Project Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .2.5 WATER TREATMENT of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Non-critical

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

Critical

The Contractor shall be liable for payment of \$1,000 per deficiency, per day for critical deficiencies.

C.2.3 ARCHITECTURAL AND STRUCTURAL MAINTENANCE/REPAIRS SERVICES

Unless otherwise specified below, all architectural and structural maintenance services required herein shall be regarded as basic contract services.

The Contractor shall refer to Section C.2.2.3 and C.2.2.4 regarding the costs for architectural and structural maintenance and repair services.

Performance Requirements

The Contractor shall provide all labor, equipment, and materials necessary to perform all architectural and structural scheduled and unscheduled maintenance and repairs to the interior and exterior of the OWFN and TWFN building to include the following components:

- (a) exterior and interior walls and granite panels
- (b) roofing, soffits and flashing
- (c) ventilators, (and other items that pierce the roof)
- (d) gutters, downpour, and splash blocks
- (e) windows, doors (including automatic sliding doors), hardware and locks, and mechanical room dividers
- (f) sidewalks, steps and handrails, driveways, speed bumps, roads, curbing, parking areas, patios and exterior stairways
- (g) concrete floors, carpeting, resilient tile and ceramic tile
- (h) interior stairways
- (i) ceilings and ceiling tile,
- (j) Venetian and vertical blinds and shades

- (k) restroom fixtures, including lighting fixtures
- (l) mirrors
- (m) elevator shafts
- (n) flagpoles and stabilizers
- (o) internal and external signs and fixtures
- (p) other internal and external hardware and structural steel components
- (q) day care playground equipment
- (r) above-ground glass structure connecting the OWFN and TWFN buildings
- (s) security cameras, poles, and dampers

The Contractor shall perform the following architectural and structural maintenance/repair services:

- (a) painting (includes touch-up painting)
- (b) caulking of all joints and seams
- (c) sealing (including periodic resealing of concrete parking decks)
- (d) sandblasting
- (e) resurfacing
- (f) masonry
- (g) re-grouting
- (h) fastening devices

The Contractor shall submit to the Project Officer, on the 25th work day of each month, a schedule of the basic services architectural and structural maintenance and repair items to be completed during the following month. On the 5th working day of each month, the Contractor shall submit a report of the status of the work completed and not completed by the Contractor. The report shall include quality control certification of Contractor's completion of required services.

Acceptable Performance Level

The Contractor shall perform all required scheduled and unscheduled Architectural and Structural Repair and Maintenance to OWFN and TWFN facilities to the acceptable level as defined herein. The acceptable level of maintenance is defined as the level of maintenance which shall preserve the equipment, buildings, and grounds in unimpaired operating condition, i.e., above the point where deterioration shall begin, thereby diminishing the normal life expectancy of the equipment. The level of maintenance shall assure that the property shall have no missing components or defects which affect the safety, appearance, or intended use of the facility or would or could potentially prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with design intent. Corrected or repaired work shall be carried through to completion, including touch-up painting and/or operational checks.

Section C

The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment. All replacements shall match existing components/items in dimensions, materials, quality of work, finish, color, and design. During and at completion of work, debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, or other unsightly marks shall be removed. Wherever the term "appearance" is used in this or subsequent paragraphs, it shall be construed to mean an appearance similar to the original finished appearance with only minor deterioration resulting solely from normal use.

The Contractor shall perform all architectural and structural maintenance repairs for damages caused by others (such as scratches and holes in wall from carts).

The Contractor shall apply a sufficient number of coats of painting to achieve complete coverage in performing touch-up painting after maintenance or Repairs have been completed to the interior and exterior of the facilities. Touch-up painting must completely blend with existing paint and may require complete painting of existing wall or surface.

Minimum Acceptable Deviation

No more than 5 deficiencies are allowed, unless otherwise approved by the Project Officer or Contracting Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .3 ARCHITECTURAL AND STRUCTURAL MAINTENANCE/REPAIRS SERVICES of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 14	\$ 500
15 - 30	\$1,000

The Contractor shall be liable for payment of \$1,000 for every 15th deficiency thereafter.

C.2.4 PARKING GARAGE MANAGEMENT SERVICES

Unless otherwise specified below, all parking garage management services as required herein shall be regarded as basic contract services. The Contractor shall provide all personnel and materials required to operate the NRC parking garage located on levels P1 - P4 of the OWFN building and P1 - P5 of the TWFN building.

Section B of the contract reflects the monthly unit price for the Contractor's parking facilities management services. As the NRC does not obligate federal funds for parking facilities management services, the NRC's payment to the Contractor for the parking services rendered shall be obtained by monies collected by the Contractor for all parking permits, less any reductions for nonperformance.

Performance Requirements

C.2.4.1 Operation/Management Procedures

The Contractor shall operate and manage the NRC parking garage in accordance with the procedures set forth in the "White Flint North Parking Procedures."

The Contractor shall control access to the garage in such a manner to ensure that no part of the parking garage is used for the parking of unauthorized vehicles.

The Contractor shall monitor all vehicles coming into the parking garage to ensure that access is granted to authorized personnel only. Authorized personnel include those with current monthly permits, NRC visitors and other NRC employees as described in the "White Flint North Parking Procedures."

The Contractor shall ensure that the policies set forth in the "White Flint North Parking Procedures" are implemented at all times.

During the period July 19, 1999 through September 18, 1999, the Contractor shall maintain two parking management systems in accordance with the "White Flint North Parking Procedures."

C.2.4.2 Payment and Reimbursement Procedures

The Contractor shall comply with the payment and reimbursement procedures set forth in the "White Flint North Parking Procedures."

Acceptable Performance Level

The Contractor shall perform all required Parking Management Services for the OWFN and TWFN buildings.

Minimum Acceptable Deviation

No more than 10 deficiencies per month.

Surveillance Plan

Random inspections, customer complaints through FIXITs and e-mails.

Liquidated Damges

The Contractor shall refer to Section G.5⁵ Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgement for provisions applicable to the specific work requirements described under this Section C.2.4 PARKING GARAGE MANAGEMENT SERVICES of the contract. PBN

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below: PBN

No. of Deficiencies (Per Month)	Amount
0 - 10	\$ 0
11 - 20	\$500

(The Contractor shall be liable for payment of \$500 for every 10th deficiency thereafter.)

C.2.5 INCIDENTAL FACILITY TASKS

Incidental Facility Tasks (IFT) are tasks, such as picture hanging, electrical outlet relocation, replacement of standard building keys, and as further identified in Exhibit 1-1K of the contract. IFTs shall be completed within five hours after commencement of the services. The estimated average material costs in performance of IFTs is \$100.00.

Performance Requirements

The Contractor shall perform and complete all IFTs requested by the Project Officer or Contracting Officer within 72 hours after receipt of the IFTs, unless otherwise specified by the Project Officer or Contracting Officer.

The Contractor shall prepare and submit a weekly report to the Project Officer, on the status of each IFT requested during the one week period. The Contractor shall submit this report to the Project Officer at 6:00 pm on the last work day of each week. The estimated level of effort for performance of IFTs is one staff year for the base year and one staff year for each option period.

C.2.5.1 Procedures

The Project Officer will issue IFTs to the Contractor through the agency's automated FIXIT system and E-mail (Refer to Section C.2.7). Each IFT shall be identified as such in the comment block provided by the FIXIT system, with a brief description of the services required. Each E-mail IFT request will be annotated as an "IFT Requirement". The Project Officer may make a copy of the IFT FIXIT and attach additional information as needed or provide additional guidance by E-mail. IFTs shall be completed within 72 hours, but the PO may establish an expedited schedule for completion of IFTs sooner than 72 hours when urgent, unusual, or emergency situations exist. Should the contractor require an extension for completion which exceeds 72 hours, prior PO approval is required. Completion of IFTs shall be reported and documented using established FIXIT procedures. If the Contractor receives an IFT from an individual other than the PO or CO, the Contractor shall not be obligated to provide the services requested until the PO has confirmed, through the FIXIT System, e-mail, or some other written documentation, that the services requested is an IFT requirement.

The Contractor shall immediately notify the PO if performance of an IFT will exceed the IFT scope herein. Tasks determined by the PO to be outside the scope of IFTs shall be processed using the reimbursable procedures established in C.3.8, "REIMBURSABLE CONTRACT SERVICES."

Acceptable Performance Level

The Contractor shall complete all IFTs within 72 hours after receipt from the Project Officer or Contracting Officer.

Minimum Acceptable Deviation

Failure to complete 10 IFTs within 72 hours during a one month period.

Surveillance Plan

Random inspections and customer complaints through FIXITs and e-mails.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2.5 INCIDENTAL FACILITY TASKS of the contract.

Section C

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

No. of Deficiencies (Per Month)	Amount
0 - 10	\$ 0
11 - 20	\$500

The Contractor shall be liable for payment of \$500 for every 10th deficiency thereafter.

C.2.6 UTILITY SERVICES

Utilities services are regarded as reimbursable contract services under this contract. Utilities include electricity, gas, water and sewer services.

Performance Requirements

The Contractor shall assume payment of all utility costs beginning on the effective date of this contract.

Not later than the 5th work day following the effective date of the contract, the Contractor shall notify all servicing utility companies of any account and billing changes and the effective date of such changes. This notification shall be in writing and a copy shall be provided to the CO and the PO.

Not later than the 5th work day following the effective date of the contract and on a monthly basis thereafter, the Contractor shall take meter readings to verify the validity of the utility bills and submit the readings to the PO. The Contractor shall report any defective meters to the utility company.

The Contractor shall pay utility bills in a timely manner and shall be responsible for any late payment penalties. The Contractor shall only be reimbursed for monies paid to utility companies for the services provided. The NRC shall not reimburse the Contractor for late payment penalties or any other costs.

Acceptable Performance Level

The Contractor shall make timely payment of all utility billings.

Minimum Acceptable Deviation

None

Surveillance Plan

Random inspections

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .6 UTILITY SERVICES of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

The Contractor shall be liable for payment of \$1,000 per month, per billing, for failure to pay any utility billing that results in the issuance of a discontinuation of services (cut-off) notice by the utility company.

C.2.7 SERVICE REQUESTS

The Contractor shall refer to Sections C.2.2 and C.2.3 for their responsibilities in performing its daily survey of the operation of the OWFN and TWFN equipment and systems and for service requests which may result in repair work. In addition, the PO may issue a request to the Contractor at any time, to investigate and/or to take any necessary corrective action. Service requests are referred to throughout this section as FIXIT service requests. FIXIT is the NRC computer system used to report service calls from building occupants to the Contractor. The FIXIT runs under an Agency-wide program group in Windows Program Manager. The Contractor will receive FIXIT service requests on computer hardware and software provided by the Government. The Government is responsible for the maintenance and repair of the system.

When responding to a FIXIT and the occupant is not present at his or her workstation, the Contractor shall leave a "company calling card" that includes the technician's name, action taken or to be taken, date, time, service ticket number, and how the Contractor should be contacted for follow-up action or question.

C.2.7.1 Types of FIXIT Service Requests

FIXIT service requests are classified either as Emergency (including total building emergency), Urgent, or Routine as detailed below:

A. Emergency

Emergency Calls shall be regarded for purposes of this contract as those FIXIT service requests in which the work consists of correcting failures which, in the judgement of the CO or PO, constitute an immediate danger to personnel or property. There will be instances where emergency service will be requested through email or telephone. Examples of emergencies include, but shall not be limited to, broken water pipes; gas, oil, chemical or other noxious vapor leaks; major air conditioning or heating problems; flush valves stuck open; electrical power outages; and electrical problems which have the potential to cause fire or shock.

Performance Requirement

In the instance where the CO or PO shall designate a FIXIT service request as an "Emergency", the Contractor shall report to the site of the emergency within five minutes following verbal and/or written notification during Regular Contractor's Working Hours, or within one hour following notification during other than Regular Contractor's Working Hours, including weekends and holidays.

Upon arrival at the site, the Contractor shall correct the problem within 1 hour or less. If efforts to complete correction of the emergency problem extends beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall remain at the site until correction of the problem is completed and the problem shall be regarded as a basic contract service. If, however, the work cannot be completed due to circumstances beyond the fault or control of the Contractor as determined by NRC, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on-hand and necessary to resolve the problem shall be obtained expeditiously via courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

TOTAL BUILDING EMERGENCY: In the event of a total building emergency, which shall include but not be limited to, fires, civil demonstrations, bomb threats, floods, explosions, earthquakes, enemy attacks, hazardous spills or other similar emergencies as determined by the PO, the FM shall be designated as a "Facilities Technical Advisor" in accordance with the NRC Emergency Protection Plan." Upon the PO's notification of a total building emergency to the Contractor, the FM shall immediately, during the Contractor's Regular Working Hours or within one hour during other than Contractor's Regular Working Hours, report to the Command Center. The Command Center shall be set up by the PO on the first floor lobby of the OWFN opposite the guard's desk and outside the Fire Control Room in TWFN for the Damage Control Team to receive information regarding the total building emergency from the PO. The PO shall direct the activities of the Damage Control Team. The Damage Control Team is designated as Contractor employees under the supervision of the FM who are needed to provide technical assistance during the Total Building Emergency.

DAMAGE CONTROL TEAM: The Damage Control Team's responsibility shall include, but not be limited to, providing assistance to the local fire department and/or other emergency response teams, securing the mechanical and electrical systems as directed by the PO, operating fire control and alarm systems, verifying the operation integrity of the fire protection systems. The Contractor shall provide elevator keys to the fire department for the purpose of utilizing elevators for emergency evacuation and operating elevators during non-fire emergency situations. Within 24 hours following each building emergency or false alarm, the Contractor shall submit to the Project Officer a report detailing the facts of the emergency, actions taken, problems identified, and any lessons learned with corrective actions to be taken.

EMERGENCY PROTECTION PLAN: The Contractor shall ensure that all of the Contractor's employees are familiar with the NRC Emergency Protection Plan. On the effective date of the contract, and on a semi-annual basis thereafter, the Contractor shall conduct training sessions to insure that the Contractor's employees are familiar with their assignments as a member of the Damage Control Team. The Contractor shall submit a written notification to the PO, within five days after completion of each training session, to certify that training of all its employees has been successfully completed.

Twice a year, the PO shall schedule orientation sessions with the NRC evacuation monitors (NRC employees), in which the FM and/or TS shall participate. During these sessions, the FM and/or TS, as a minimum, shall be responsible for describing the fire protection system to the NRC evacuation monitors and shall conduct tours of the OWFN and TWFN buildings for the purpose of demonstrating the fire protection system.

B. Urgent

Urgent Calls shall be regarded for purposes of this contract as those events generating FIXIT service requests occurring during Contractor's Regular Working Hours which interrupt or otherwise adversely impact NRC operations or scheduled operations. Examples of urgent calls include, but are not limited to, inoperative electrical circuits, temperature complaints, and inoperative lighting above a workstation.

Performance Requirement

The Contractor shall report to the originating complaint site within 15 minutes. Upon arrival at the site, the Contractor shall correct the problem within 2 hours or less. If efforts to complete correction of an urgent problem extends beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall recommence the work at 6:00 a.m. on the following workday. If, however, the work cannot be completed due to circumstances as determined by NRC to be beyond the fault or control of the Contractor, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on-hand needed to resolve the problem shall be obtained expeditiously via courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

C. Routine

Routine Calls shall be regarded, for purposes of this contract, as all remaining FIXIT service requests occurring during Contractor's Regular Working Hours and not designated as Emergency Calls or Urgent Calls as described above.

X

Performance Requirement

The Contractor shall respond promptly after receipt of a Routine Call, and complete the work within 24 hours. If, however, the work cannot be completed within 24 hours due entirely to circumstances beyond the fault or control of the Contractor, the Contractor and the PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

C.2.7.2 Reporting Requirements for FIXIT Service Requests

FIXIT

A. Work Request Tracking and Closeout

The contractor is required to closeout each service request daily to include the date and time the contractor responded to the FIXIT service request, a description of the problem, corrective action taken, the date and time corrective action was completed, the name of personnel who corrected the problem, 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 FIXIT Service Request Tracking and Closeout Report shall be submitted to the PO within five days after the end of each month. Specific procedures for operating and completing the FIXIT system will be provided directly by the PO to the TS and FM.

Acceptable Performance Level

The Contractor shall complete all services requests within the following time frames, unless otherwise approved by the Project Officer.

- Emergency repairs, within 1 hour or less
- Urgent repairs, within 2 hours or less
- Routine repairs, within 24 hours

Surveillance Plan

Random inspections, customer complaints through FIXITs and E-mails.

Minimum Acceptable Deviation

The Contractor is allowed ---

Zero instances each month where Emergency service requests are not completed within 1 hour or less after identification and notification, unless otherwise approved by the Project Officer.

No more than 5 instances each month where Urgent service requests are not completed within 2 hours or less after identification and notification, unless otherwise approved by the Project Officer.

No more than 20 instances each month where Routine service requests are not completed within 24 hours after identification and notification, unless otherwise approved by the Project Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2 .7 SERVICE REQUESTS of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

Emergency Repairs

The Contractor shall be liable for payment of \$1,000 for each emergency repair not completed within 1 hour or within a reasonable time as agreed to by the Project Officer.

Urgent Repairs

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$1,000

The Contractor shall be liable for payment of \$1,000 for every 5th deficiency thereafter.

Routine Repairs

No. of Deficiencies (Per Month)	Amount
0 - 10	\$ 0
11 - 15	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

C.2.7.3 PLAN OF THE DAY (POD) REPORT

The Contractor shall provide a typed "Plan of the Day Agenda Report" to the PO on or before 8:15 a.m. each day. This report shall provide a full description of the daily scheduled activities to include, but not be limited to:

- (a) Preventive maintenance
- (b) FIXIT service requests
- (c) Reimbursable contract services
- (d) Repairs
- (e) Subcontractor's activities (specify company name, nature and location of work)
- (f) Readings of Meter from previous day
- (g) Inspections
- (h) All key personnel absenteeism

Acceptable Performance Level

Completion and submission of report on the day and time due.

Surveillance Plan

Project Officer and Contracting Officer review of reports.

Minimum Acceptable Deviation

No more than 5 deficiencies as a result of Contractor's negligence, unsatisfactory performance or failure to perform the required services, unless otherwise approved by the Project Officer or Contracting Officer.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment of provisions applicable to the specific work requirements described under this Section C.2.7.3 PLAN OF THE DAY (POD) REPORT of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

C.3 GENERAL PERFORMANCE REQUIREMENTS

The general performance requirements set forth in Sections C.3.1. through C.3.8 are applicable to all 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.

Throughout this contract in the performance of all work, the Contractor shall not allow debris to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, or other unsightly marks shall be removed. All areas shall be cleaned to the condition before work was performed.

C.3.1 LOCATION OF FACILITY

Addresses: One White Flint North (OWFN)
11555 Rockville Pike, Rockville, MD 20852, and
Two White Flint North (TWFN)
11545 Rockville Pike, Rockville, MD 20852

Occupant: U.S. Nuclear Regulatory Commission

Approximate Number of Occupants: 1,100 (OWFN) 1,200 (TWFN)

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NOTE: The OWFN building within the scope of this contract excludes certain office space located in OWFN and TWFN (Refer to Exhibit 1-1A). When an emergency, as determined by the PO, occurring within this space causes damage to NRC-occupied property or threatens the safety and/or welfare of building occupants, the Contractor shall perform those services as specified in this contract that are directed by the PO within the excluded space. In this instance, notwithstanding the designation of services as basic services or reimbursable services as specified elsewhere in this contract, costs of services provided within the specified space shall /be regarded as reimbursable contract services. Services provided within NRC-occupied space

due to any emergency shall be subject to classification as basic or reimbursable services as specified under this contract.

C.3.2 HOURS/DAYS OF OPERATION

C.3.2.1 Hours of Operation

A. NRC's Regular Working Hours

The NRC's Regular Working Hours of the OWFN and TWFN building are 6:00 a.m. to 6:00 p.m., Monday through Friday excluding Federal holidays specified in Section C.3.2.2 below. NRC working hours are frequently varied and do not necessarily coincide with the NRC's Regular Working Hours. For example, there are some NRC employees who regularly or frequently work significantly more than eight hours per day. Furthermore, there are some NRC employees whose duty hours are outside of the NRC's Regular Working Hours, i.e., shift workers and those granted exceptions to the NRC's Regular Working Hours.

B. Contractor's Regular Working Hours

The Contractor shall maintain a staff and office telephone coverage within the OWFN and TWFN buildings between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding Federal holidays as set forth in Section C.3.2.2. Additionally, the contractor shall provide at least one (1) on-site HVAC Technician until 12 midnight, Monday through Friday, excluding Federal holidays. The Contractor shall perform services as set forth in Sections C.2.2 through C.2.3. Such hours are referred to herein as "Contractor's Regular Working Hours."

The Contractor shall report to the OWFN and TWFN buildings prior to 6:00 a.m. and stay beyond 6:00 p.m. for the purposes of starting up and shutting down HVAC equipment to comply with Section C.2.2 All costs associated with this requirement are considered Basic Contract Services.

C.3.2.2 Days of Operation

Throughout this contract, references to numbers of days shall be understood to mean Government official work days and shall exclude Saturdays, Sundays, and Federal Holidays. The following holidays are recognized by the Federal Government:

- (a) New Year's Day
- (b) Inauguration Day
- (c) Martin Luther King Day
- (d) President's Day
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Columbus Day
- (i) Veteran's Day
- (j) Thanksgiving Day
- (k) Christmas Day

Should a holiday fall on a weekend, the day designated by the Government shall 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 shall also be observed by the Contractor. Should the Office of Personnel Management (OPM) or other authorized Government official/agency announce the closure of the Federal Government or of the OWFN and TWFN buildings for full or partial days for causes such as inclement weather, the Contractor shall be required to provide essential staffing necessary to maintain and protect NRC facilities. When compensation for basic contract services is not made as specified in G.4 Payment Adjustments for Suspension of Work of the Basic Contract Services, then performance of essential staffing will be acquired by reimbursable contract services.

C.3.3 PERSONNEL REQUIREMENTS AND QUALIFICATIONS

C.3.3.1 General

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 the key personnel as specified in Section H.2 in performance of the requirements of this contract. All key personnel, except for one HVAC Technician, are required to work eight (8) hour work shifts between the hours 6:00 am - 6:00 p.m., Monday through Friday. (Refer to Section C.3.3.2 for specific work hours for the FM and TS.) One HVAC Technician shall work the 4:00 p.m. to 12:00 midnight shift. In addition, the Contractor shall maintain adequate staffing to fulfill all the requirements of this contract including adequate

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personnel to respond to building emergencies and operate fire alarm systems. The Contractor shall also refer to the specific work requirements within Section C.2 herein.

The Contractor shall assure that all key personnel are provided a copy of this contract prior to takeover date of the contract, and that they are familiar with their responsibilities in their assigned positions. Prior to the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the CO for approval and modification to the contract. (Refer to Section H.2- Key Personnel) The Contractor shall also maintain qualified backup personnel for all key personnel in accordance with the Contractor's backup resource plan. (Refer to F.5 Personnel Resource Plan.)

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of employees and subcontractors shall be the responsibility of the Contractor. Accordingly, should any personnel not conform to the minimum requirements of this contract, the Contractor shall accomplish the removal of nonconforming personnel.

Each employee of the Contractor shall be a citizen of the United States or a resident 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 a copy of which shall be furnished to the NRC Division of Security through the PO together with the GSA Form 176 and FD-258, which shall be typed when submitted to the PO.

The Contractor shall, in all its dealings outside of or within the OWFN and TWFN buildings, 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 of 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.

On the takeover date of the contract, the Contractor shall provide the CO and the PO with telephone numbers which may be used at any time to directly contact, as necessary, the Facility Manager (FM) and the Technical Supervisor (TS) at their homes or at other locations away from the OWFN and TWFN buildings. Additionally, the FM and TS shall be available for immediate contact by pager or cellular phone. During other than Regular Contractor's Working Hours, either the FM or the TS shall at all times be immediately reachable at the designated telephone number(s), and shall arrive at the OWFN and TWFN buildings within one hour of NRC telephonic notification to respond to emergencies. If at any time that the FM or TS's designated telephone number(s) should change, the Contractor shall immediately provide a complete updated written list of such numbers to the PO and the CO.

The Contractor shall require all employees, including any subcontractor, but with the exception of the FM and the TS, to wear distinctive uniform clothing for ready identification, and shall

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ensure that such employees are in uniform on the takeover date of the contract and each day thereafter. The uniform shall have the company name and the individual'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, all Contractor employees shall wear uniforms of the same color or color combinations.

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 first floor Lobby Guard's Desk of the OWFN building. All completed log sheets are the property of the NRC.

Regarding site access badge requirements and security requirements specified under Section H.1, all Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property. 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, complete their compliance with the site access badge and security requirements before the takeover date of this contract. The NRC photo badging process is conducted at the OWFN building during certain hours. It is important to coordinate the schedule for the badging process with the PO before performing duties under this contract.

Any Contractor employee or subcontractor who has not been issued an NRC photo badge must be escorted by a badged Contractor employee within the OWFN and TWFN buildings at all times - both during and after regular working hours.

C.3.3.2 Supervision Requirements

The Contractor shall provide constant on-site supervision as is essential to carry out the work required under this contract. In fulfilling this requirement, the Contractor shall ensure that all work required under this contract is supervised by either the FM or TS. In the event that a FM or TS is unable to perform his/her duties at any time, the Contractor shall provide a backup FM or TS (with the same qualifications as defined below) so that there is no break in supervision. A minimum of one of either the FM or the TS shall be on-site at the OWFN and TWFN buildings during Contractor's Regular Working Hours and other times during which an emergency of any kind is in progress, to receive notices, reports, or service requests from either the CO or the PO. Both the TS and the FM shall be on-site at the OWFN and TWFN buildings between the hours of 9:00 a.m. and 3:00 p.m. during NRC's Regular Working Hours. Between the hours of 6:00 a.m. and 9:00 a.m. and 3:00 p.m. and 6:00 p.m., either the FM or the TS shall be on-site. (Refer to Section C.3.2.1.A. for NRC's Regular Working Hours.) During Contractor's Regular Working Hours, either the FM or the TS shall be accessible within the OWFN and TWFN buildings either instantly by hard-wired or cellular telephone, by physical presence within the Contractor's on-site office, or within two minutes of receipt of a signal from an electronic pager. Should the Contractor choose to satisfy this requirement through the use of cellular telephone service or through the use of electronic paging services, the cost of such services shall be borne by the Contractor. When provided by the NRC, Contractor staff shall carry and respond to NRC-furnished radio calls for building emergencies.

C.3.3.3. Work In Special Areas

Except for emergencies, the Contractor shall accompany and oversee the work of all its subcontractors who perform work in special areas of OWFN and TWFN. Work in some areas may require prior approval by the PO. The PO will provide the location of special areas to the Contractor.

C.3.3.4. Facility Manager and Technical Supervisor Qualifications

The FM and the TS shall possess a thorough knowledge of the theory, principles, and practices of the field of facility engineering and an ability to plan, organize and execute various types of commercial facility management services, and quality control/quality assurance plans. In addition, the FM and the TM shall possess the following minimum qualifications:

A. Facility Manager

The FM shall possess a minimum five years of recent responsible and successful experience (within the last seven years) in supervising and managing the operation and maintenance of buildings with equipment and systems reasonably similar in size and characteristics to the OWFN and TWFN buildings.

The FM shall also possess at least one of the following professional/educational certifications:

- (1) Real Property Administrator (RPA) from The Building Owners and Managers Institute (BOMI) (or equivalent certification approved by Project Officer); or
- (2) Certified Property Manager (CPM) from The Institute of Real Estate Management (IREM) (or equivalent certification approved by Project Officer); or
- (3) College associates or bachelor degree in business management, property management, real estate management, or other degree in office building management or operation.

B. Technical Supervisor

The TS shall possess a minimum five years of recent responsible and successful experience (within the last seven years) in supervising and managing the operation and maintenance of buildings with equipment and systems reasonably similar in size and characteristics to the OWFN and TWFN buildings.

The TS shall also possess at least one of the following professional/educational certifications:

- (1) Systems Maintenance Administrator (SMA) from BOMI (or equivalent certification approved by Project Officer); or
- (2) College associate or bachelor degree in an architectural engineering related major; or
- (3) Substantial industry workshops and seminars that would equal the basic requirements of items (1) and (2) above.

C.3.3.5 Personnel Qualifications/Certifications

The Contractor shall utilize employees, including subcontractors, who possess current certifications, manufacturer's certification, or experience as specified below. The Contractor shall submit a copy of each required current certificate to the PO prior to the takeover date of the contract. The Contractor shall ensure that all certificates are kept current and valid. All certificates shall be made available for PO's review upon request. All acceptable licensing requirements listed below are issued by the State of Maryland. Substitution from other local jurisdictions (i.e., District of Columbia, Virginia) must be approved by the PO.

- (a) Instrument Mechanic -- Third Class license
- (b) Electronics Repair Technician -- Third Class license
- (c) Electrician, Maintenance -- Master license
- (d) Engineer, Stationary -- Third Class license
- (e) Mechanic, Maintenance -- Third Class license
- (f) Painter -- Minimum three years experience
- (g) Plumber -- Master license
- (h) HVAC Technician -- Third Class license
- (i) Chief Engineer -- First Class license
- (j) Refrigeration and Air Conditioning Mechanic -- Third Class license
- (k) Lead Engineer -- Second Class License
- (l) Maintenance and Repair Technician (Architectural and Structural) -- Minimum five years experience

NOTE: Exceptions to all licensing and educational requirements shall be granted for former Federal, state, and local government employees who meet OPM educational and journeyman craft requirements by proof of satisfactory service and performance ratings for a minimum of five years.

The Contractor shall ensure that staff fully trained and proficient in operating, responding to, and verifying the operation integrity of the fire protection systems are immediately available during the Contractor's Regular Working Hours (refer to C.3.2.1.B) and within two hours during other than Contractor's Regular Working Hours in case of building emergencies and false alarms.

C.3.4 PERSONNEL CONDUCT

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

The Government has a zero tolerance for substance abuse, inclusive of drugs and alcohol, and sexual harassment. Contractor employees shall therefore 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 other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide

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training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that any subsequent new employee also receives the above training within 30 days of employment.

In areas occupied by NRC employees, the Contractor shall minimize disturbance to NRC employees. Any furniture that must be moved or removed by the Contractor in performance of effort under this contract shall be replaced to original positions when work is completed.

The Contractor employees shall refrain from playing any radio or sound producing equipment for non-work purposes on NRC premises unless specifically permitted to do so, in writing, by the CO or the PO. The Contractor may, however, play its own radio or sound producing equipment at a discreet level in its own NRC-furnished office space.

C.3.6 PROPERTY: OFFICE AND STORAGE SPACE, AND EQUIPMENT

C.3.6.1 NRC-Furnished Property

The NRC shall provide to the Contractor, without charge to the Contractor, certain office and storage space, and equipment (hereinafter referred to as "property".) NRC-furnished property shall be regarded as that NRC property acquired by the NRC and furnished to the Contractor for use under this contract. NRC property shall be used for official NRC business only 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 the Contractor's employees and any subcontractors. The Contractor shall maintain the NRC-furnished property in a neat and orderly manner. The NRC shall not be responsible in any way for damage or loss of the Contractor's supplies, materials, and replacement parts or equipment that are stored in the NRC-furnished space.

A. Office and Storage Space, Related Property and Utilities OWFN

(1) Office and Storage Space

The NRC shall furnish and/or make available to the Contractor the following:

<u>Space</u>	<u>Room No.</u>	<u>Square Footage (Estimates)</u>
Office	Level P3	1,250 (OWFN)
Storage*	Level P3	408 (OWFN)
Storage*	Level P4	400 (OWFN)

* Contingent upon availability, additional space, parking and storage may be provided upon Contractor's request following approval by the CO and/or PO.

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(2) Electric Utility Carts

The Contractor is afforded use of NRC-owned electric utility carts on an "as available" basis ("as available" means when not needed for NRC use) for performing facility tasks within the White Flint North Complex. The carts are Taylor Dunn Model B248 (NRC Tag Numbers 05244 and 052445). The Contractor personnel who operate the carts shall possess a valid driver's license and demonstrate proficiency in the use of the carts prior to being provided authorization for use by the FM or TM. The Contractor shall adhere to all maintenance, safety and operating instructions provided by the Project Officer or the manufacturer.

If at any time the Contractor encounters any problems in operating the carts or is involved in any accidents while operating the carts, he or she shall report the incident to the FM or TM who in turn shall notify the NRC Project Officer.

(3) Related Property - (See List of Equipment and furniture, Exhibit 1-11)

(4) Utilities

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. Heating and air conditioning is also provided. No special heating or cooling services shall be provided.
 - (b) Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water shall be provided.
- (5) The NRC shall allow the Contractor to purchase one monthly parking permit at the prevailing rate.
- (6) A listing of the equipment and office furniture to be provided to the Contractor will be available in the Bidder's Library for viewing. The Agency-wide program group in Windows Program for the NRC's FIXIT System and Parking Management Information System will be provided for performance of services required under this contract.

The NRC shall furnish the Contractor the following equipment:

See Attachment 1 for Itemized List

- (1) Capron Smart Tool - NRC Tag #077672
- (1) Digital HVAC Analyzer - NRC Tag #077602

B. Initial/Final Inspection of NRC-Furnished Property

(1) Initial Inspection

Within five days after the takeover date of the contract, the Contractor and the PO shall conduct a joint inventory of all NRC-furnished property listed above. Upon completion of the joint inventory, the Contractor shall submit to the PO a written certification of his receipt of all NRC-furnished property. The Contractor and the PO shall jointly determine the working order and condition of the NRC-property. Property missing or not in working order shall be recorded by the Contractor. The NRC shall replace the missing item(s) and repair all items not in working order at the time of initial inspection or, at the discretion of the CO, the Contractor shall be directed to replace the missing item(s) or accomplish the repair and the Contractor shall be reimbursed. The PO shall give written disposal instructions for items beyond repair and the Contractor shall accomplish disposal in accordance with those instructions. Upon completion of all necessary repair and/or replacements, the Contractor shall submit another written certification to the PO of this agreement as to the working order of the NRC-furnished property. If, however, the PO does not agree with the Contractor assessment as to the working order of the property, this failure to agree shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

Following agreement between the PO and the Contractor as to the working order of the property, and throughout the balance of the period of performance of the contract, all property found to be in need of maintenance and repair shall be so maintained, repaired or replaced by the Contractor within 30 days of discovery but in any event before the final inspection is conducted. All Repairs or maintenance not performed by the Contractor shall be performed at the NRC's option and at the Contractor's expense. In the case of damaged property, the amount of compensation due to the NRC shall be the actual cost of repair, provided such amount does not exceed the economical replacement value. The PO shall unilaterally determine the economical replacement value by first determining the repair reacquisition price of the item and then subtracting from it the accumulated depreciation utilizing straight-line methodology. In the event the item is no longer available as new property, the PO shall utilize the original acquisition price thereof in place of the current reacquisition price. The results of this calculation shall constitute the total Contractor's liability. Any failure of the Contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

(2) Final Inspection

a. Equipment and Systems

A joint inspection of the NRC facilities, grounds, equipment, and operating systems shall be conducted by the Contractor and Project Officer. This inspection shall be performed for the contract Option Period renewals.

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The Contractor shall be liable for the correction of all deficiencies associated with the Contractor's responsibility for maintaining the facilities, grounds, equipment, and operating systems under the basic contract services.

b. Property

Forty-five days prior to the expiration of the period of performance, or by such time as any extension of the period of performance thereof, a joint inventory of property shall be conducted by the Contractor and the PO. The Contractor shall be liable for the replenishment of items to the quantities existing at the initial inventory, and for any loss and/or damage to NRC-furnished property beyond reasonable wear and tear in accordance with the clause within Section I of this contract entitled "Government Furnished Property." Compensation shall be adjusted to reflect such loss or damage through either reduced payments owed to the Contractor or through direct payment to the NRC by the Contractor in amounts commensurate with the current market value of items lost or reduced in functionality or service life caused by damage to the item(s) or to the Contractor's negligence. The method of compensation shall be determined unilaterally by the CO.

Failure of the Contractor to properly operate, maintain, repair or replace in a timely manner NRC-furnished property shall not be cause for claims of delays or nonperformance of any activity required by this contract.

Throughout the period of performance of this contract, all NRC-furnished property as maintained in the quantities specified herein shall remain the property of the NRC. Within five days after the expiration or termination date of the contract, the Contractor and the PO shall conduct a joint inventory of all NRC-furnished property listed above, including, but not limited to, records, reports, logs, and financial data. Upon completion of the joint inventory, the PO shall submit to the Contractor a written certification of receipt of all NRC-furnished property.

At the conclusion of the contract period, the Contractor's property shall be removed from OWFN and TWFN. NRC accepts no liability for any excess property, which may be stored at the option of the Contractor in NRC-furnished space. Should the Contractor unilaterally elect to store quantities in excess of those specified above in NRC-furnished space, such additional property shall be so stored in reasonable quantities only, and only for eventual use pursuant to this contract.

C. OSHA Requirements for Space

Five days prior to the takeover date of the contract, the space furnished to the Contractor shall be inspected by the PO and the Contractor for total compliance with the Occupational Safety and Health Act (OSHA). After the takeover date of the contract, the Contractor shall be responsible for assuring that the space continues to be in complete compliance with OSHA, with the exception of any corrections for which the NRC is responsible for prior to the effective date

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of the contract. The NRC shall assume no liability or responsibility for the Contractor's compliance or noncompliance with OSHA requirements.

D. Space Modifications

Should the Contractor require any structural modification to its NRC-provided space, the Contractor shall provide a written description of the proposed structural modification to the PO and obtain written approval by the PO before proceeding with any space modification.

E. Government Publications and Forms

(1) Applicable Regulations, Codes, Standards and Forms

It is the Contractor's responsibility to acquire or have access to the most current version of the Regulations, Codes, Standards, and forms listed in Paragraph (2) below. The Contractor shall request the NRC to provide any Government forms not available to the Contractor. The Contractor shall maintain all equipment and systems and perform all contract requirements in accordance with the most current version of these forms and publications. The Contractor shall immediately implement these changes in publications which result in a decrease or no change in the Contractor's cost of performance. However, should any revision, supplement, or amendment effective after the contract takeover date, in the judgement of the Contractor, result in an increase in cost of performance to the Contractor, the Contractor shall submit to the CO a price proposal and obtain direction as to when to implement the new requirements. Said price proposal shall be submitted within 20 working days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Changes in the contract price due to revisions, supplements and amendments shall be considered under the "Changes" clause of this contract. Failure of the Contractor to submit a price proposal within 20 days from the date of receipt of any revision, supplement, or amendment shall entitle the NRC to performance in accordance with such revision, supplement, or amendment at no increase in contract price. The Contractor shall ensure that all publications are current and are available in the Contractor's NRC-furnished office. Upon expiration of the period of performance of the contract, the Contractor shall return to the NRC all publications issued to them by the NRC.

(2) List of Regulations, Codes, Standards and Forms

The Regulations, Codes, Standards 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.

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- (a) Maryland State, County, and Local Codes, Regulations and Ordinances, incorporating the following:
 - (i) Uniform Building Code (ICBO)
 - (ii) Standard Building Code (SBCCI)
 - (iii) Basic Building Code (BOCA)
 - (iv) Plumbing Regulations (WSSC)
 - (v) National Electrical Code (NEC)

- (b) Public Federal Law:
 - (i) EPA Regulations (EPA) including water, asbestos, and poly carbide bitunates
 - (ii) OSHA Regulations (DOL)
 - (iii) DOL Regulations (DOL)
 - (iv) National Energy Conservation Policy Act (NECPA of DOE)
 - (v) Greening The Government Through Waste Prevention, Recycling and Federal Acquisition Executive Order 13101 (September 14, 19998)
 - (vi) Federal Supply Product Standard (FSS)
 - (vii) 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).
 - (viii) Resource Conservation and Recovery Act (RCRA) - EPA National Hazardous Waste Management Program
 - (xi) Code of Federal Regulations (CFR) Public Contracts and Property Management

- (c) Standards:
 - (i) National Institute of Standards and Technology (NIST)
 - (ii) National Fire Protection Association (NFPA)
 - (iii) American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE)
 - (iv) American National Standards Institute (ANSI)
 - (v) American Society of Testing and Materials (ASTM)
 - (vi) National Sanitation Foundation (NSF)
 - (vii) "HC" Accessibility Standards (ANSI A117.1)
 - (viii) Underwriters Laboratories, Inc. (UL)
 - (ix) Manufacturer's Equipment & Maintenance Instructions (MEMI)
 - (x) Means Facilities Maintenance Standards (MFMS)
 - (xi) GSA Preventive Maintenance Guides (January 1995)

- (d) Forms:
 - (i) I-151, Alien Registration Receipt Card
 - (ii) I-94, Work Authorization
 - (iii) I-688A, Temporary Resident Card
 - (iv) FD 258, Finger Print Card
 - (v) GSA 176, Personal History
 - (vi) I-9, Employee Information and Verification

- (vii) GSA 139, Sign In/Out Log Sheet
- (viii) MSDS, Material Safety Data Sheets
- (ix) GSA 1034, Inspection Certificate of Fired and Unfired Pressure Vessels
- (x) GSA 350, Inspection Report of Fired and Unfired Pressure Vessels
- (xi) OEP, NRC Occupant Emergency Plan
- (xii) FPS, Parking Violation Ticket
- (xiii) GSA 3190, Building Incident Log

C.3.6.2 Contractor-Furnished Property

The Contractor shall furnish all 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.3.6.1. above.

A. Contractor-Furnished Property Requirements

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 all of the requirements in this contract. Under no circumstances whatsoever, should the quantity of any single item of Contractor-furnished parts and supplies for routine maintenance become depleted.

The Contractor shall refer to Section C.3.6.1-E. for required Government publications and forms.

The Contractor shall store the Contractor-furnished property in storage areas designated by NRC.

The NRC assumes no responsibility whatsoever for loss or damage to the Contractor-furnished property.

At its own expense, the Contractor shall provide commercial business telephone lines (a minimum of three) for voice communications, plus an additional commercial line to be utilized for facsimiles, and associated jacks and telephone instruments. The NRC may provide an additional telephone line so immediate contact is sustained with Contractor's staff. The Contractor shall also provide any needed additional jacks and telephone instruments in its NRC-furnished space.

The NRC reserves the right to furnish to the Contractor any or all 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.

B. Environmental Considerations

Contractor-furnished property shall be the most beneficial to the environment available in the commercial market. Examples of such products include, but are not limited to, use of non-aerosol products in lieu of aerosol products and use of supplies such as paper towels that contain the highest percentage of recovered materials practicable.

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 preferable product at no additional cost.

C. Facility Management Software System

The Contractor shall furnish a Facility Management software system which contains the following minimum requirements:

- (1) Facility Management Planning and Analysis
- (2) Equipment Inventories and Histories
- (3) Supplies and Materials Inventories and Usage
- (4) Work Scheduling and Control
- (5) Work Order Control
- (6) Purchasing and Materials Control
- (7) Preventive Maintenance Scheduling and Quality Control
- (8) Equipment Repair Histories
- (9) Predictive Maintenance Analysis
- (10) Spare Parts Inventory Tracking
- (11) Preventive Maintenance Task Procedures)
- (12) Labor Management and Cost Controls
- (13) Report Preparation
- (14) Graphics
- (15) Project Tracking
- (16) Energy Management

This system shall be configured to allow the NRC to read/and print reports for project office use and therefore should operate under Microsoft Windows. The Government shall bear the costs

necessary for obtaining access to the Contractor's system (i.e., cable, wiring, etc.) but these costs specifically exclude any software. The Contractor's system shall be fully operational at takeover date with current data necessary to meet all contract requirements.

The NRC currently is an agency wide local and wide area networked facility operating under Novell operating system. The desktop operating environment is Windows NT. The typical desktop workstation is a Pentium machine with 3 GB hard drive and 32 MB RAM. Future development activities need to be able to operate in that environment. Current network printing is provided by HP 4Si and HP 5Si capability. The proposed system shall be configured to fit into the existing infrastructure.

The contractor shall coordinate his activities with the Government's Information Technology and Infrastructure Division prior to beginning any systems design or development.

D. Year 2000 Requirements for Computer Equipment, Software and Systems

- (1) All computer equipment, software, and systems delivered to the Government, provided as Contractor-furnished equipment or otherwise used in the performance of this Contract shall meet the following requirements:
 - (a) The Contractor warrants fault-free performance in processing date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, firmware, and systems products, individually and in combination. Fault-free performance shall include accurate manipulation of data with dates prior to, through, and beyond January 01, 2000, including leap year calculations and shall be transparent to the user.
 - (b) Hardware, software, firmware, and systems products, individually and in combination, shall successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations. Hardware, software, firmware, and systems products, individually and in combination, shall also provide correct results when moving forward or backward in time across the year 2000.
- (2) In addition, the Contractor warrants that any modifications to Government-owned computer equipment, software, firmware, and systems delivered under this contract shall comply with the requirements stated above.

- (3) Without limiting the generality of the foregoing, the Contractor further warrants:
- (a) That hardware, software, firmware, and systems products shall not abnormally end or provide invalid or incorrect results as a result of the date data, including leap year calculations, specifically including date data which represents or references different centuries or more than one century.
 - (b) That hardware, software, firmware, and systems products have been designed and/or modified to ensure year 2000 compatibility, including but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, including leap year calculations and date data interface values that reflect the century.
 - (c) That computer equipment, hardware, software, firmware, and systems include "year 2000 capabilities". For the purpose of this certification, "year 2000 capabilities" means hardware, software, firmware, and systems products:
 - (i) shall manage and manipulate data involving and including single century formulas and multi-century formulas, including leap year calculations, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - (ii) provides that all date-related user interface functionalities and data fields include an indication of century; and
 - (iii) provides that all date-related interface functionalities shall include an indication of century.

C.3.7 NRC BUILDING PERMIT AUTHORIZATION (FACILITY SERVICES)

The Contractor shall obtain an NRC Building Permit Authorization (Refer to Exhibit 1-1J) approved by the PO prior to the use of all chemicals welding, soldering, work on fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants.

C.3.8 REIMBURSABLE CONTRACT SERVICES (WORK ORDERS)

Work orders will be issued for work required by the NRC in accordance with Federal Acquisition Regulation (FAR) 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all delivery orders issued hereunder.

C.3.8.1 General

Upon receipt of a work order from the Project Officer, Contracting Officer, or authorized individual (see Section G.2) the Contractor shall perform reimbursable contract services in accordance with the guidance set forth herein.

The Contractor shall secure all permits whenever required. The Contractor shall assure that the work is compatible with, and shall not adversely affect, the facility structure, electronic security alarm systems, fire and safety systems, and mechanical/electrical systems.

All work shall be performed in accordance with applicable national and local codes, as well as GSA and industry standards and practices which include, but are not limited to, the National Electrical Codes and the National Fire Protection Association Codes.

All Reimbursable Contract services for painting not covered under basic contract services shall be performed in accordance with the standard methods of measurements as set forth in Exhibit IV STANDARD METHODS OF MEASUREMENTS FOR PAINTING.

The Contractor shall manage resources so that the performance of Reimbursable Contract Services shall not impact the provision of Basic Contract Services.

The Contractor shall provide documentation that substantiates the actual costs incurred for performance of reimbursable services when billing the Government for payment.

C.3.8.2 Pricing for Reimbursable Contract Services

(a) Unit Price Agreement (UPA) Work Orders

For work orders of \$2,500 or less, the established Unit Prices contained in Attachment 12 shall be used as applicable. Unit Prices may be used for work orders exceeding \$2,500 at the discretion of the NRC.

(b) Non-UPA Work Orders

For non-UPA work orders, the Contractor shall use those labor rates set forth under Section B.7 of the contract when Contractor personnel will be utilized.

The total cost of non-UPA work orders shall consist of actual labor, direct costs (parts, materials, supplies). When submitting reimbursable cost proposals, the Contractor shall include the labor categories for those individuals performing the work and for those individuals providing security escort services when such efforts are required. These labor categories are subject to approval by the PO.

The Government reserves the right to negotiate a firm-fixed price in performance of work orders issued under the Reimbursable Contract Services.

C.3.8.3 Types of Reimbursable Contract Services

The following lists the types of reimbursable contract services which are not included in the price for the "Basic Contract Services", but may be required throughout the period of performance under this contract:

- (1) Expansion of services currently required under this contract into periods of a day or additional days not envisioned under the contract as now written, or services of a magnitude greater than that envisioned under the contract herein. For instance, NRC employees work on Saturdays, Sundays, holidays or evenings or whenever emergency situations may occur, in which case it may be necessary for the Contractor to provide cooling/heating or other services during hours other than NRC's Regular Working Hours. Requests for additional services during other than NRC's Regular Working Hours shall normally be made by the PO or the CO 24 hours in advance.
- (2) Repairs exceeding \$2,500 (direct cost) to the Contractor in accordance with Section C.2.2.4 of this Section C - Description/Specification/Work Statement.
- (3) Other:
 - (a) Upgrades of equipment or systems.
 - (b) Additional costs resulting from revision, supplement, and/or amendment of forms and publications.
 - (c) Correction of deficiencies as specified in Section C.2.1.
 - (d) Continued performance of this contract to run concurrently with PIPO period extending beyond the existing period of performance of this contract.
 - (e) Services to accomplish miscellaneous jobs of a trade or mechanical nature requested by the PO and not covered or exceeding the thresholds under Incidental Facilities Task basic services (C.2.5).

C.3.8.4 Work Orders That Do Not Exceed \$2,500

The Project Officer shall place work orders that do not exceed \$2,500 using expedited processing procedures. Copies of these procedures shall be provided by the Project Officer directly to the Contractor.

C.3.8.5 Work Orders That Exceed \$2,500

The following procedures shall apply for all work orders issued by the CO that exceed \$2,500.

- (1) Upon receipt of a written solicitation by the PO or CO, which shall give details of specific work requirements, the Contractor shall submit one copy of a technical and cost proposal to both the PO and the CO. The technical portion of the proposal shall reflect, as a minimum, the Contractor's understanding of the work to be done, the applicable hourly labor rate (refer to Section B.5), and any drawings or rough sketches, if necessary, to identify the location and extent of the required work. Should the Contractor require "other direct cost" items for which there is no fixed hourly labor rate, such as materials or subcontractors, the Contractor shall comply with the competition requirements by submitting price quotations from a minimum of three firms to the CO. An exception to competition requirements are allowed if the firm is classified by the Small Business Administration as a Small Disadvantaged Business.
- (2) Upon approval of the proposal, the CO shall submit a work order to the Contractor. Any work performed by the Contractor prior to receipt of an applicable authorization from the CO shall be at the Contractor's own risk.
- (3) The work order shall give the exact location and scope of work, including room numbers, where applicable, the starting and completion dates, as well as include the applicable hourly labor rate and negotiated other direct cost and any applicable fixed handling fee. The work order shall specify whether or not the work shall be performed during Contractor's Regular Working Hours or other than non-working hours..

In extremely urgent circumstances in which time is not available for the Contractor's proposal, any negotiation, and the resultant work order, the CO shall direct the Contractor to provide the services either verbally or in writing. When verbal requests by the CO are made, the CO shall, after conferring with the Contractor, provide the Contractor with a written work order either immediately or at the beginning of the Contractor's Regular Working Hours. In those instances, where the Contractor does not believe that the work order properly reflects its costs, the Contractor shall be entitled to an equitable adjustment under the Changes clause of this contract.

More detailed procedures will be provided to the Contractor by the PO or CO after contract award. This will not require the execution of a contract modification.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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.

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
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

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the time and place that the Contractor issues or uses the item to perform work under the contract.

[End of Clause]

E.3 NRC PROJECT OFFICER'S INSPECTION REPORT

The Contractor shall refer to Section G.7, PAYMENT DEDUCTIONS FOR NON-PERFORMANCE OR UNSATISFACTORY PERFORMANCE, regarding the NRC Project Officer's Inspection Report.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

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.

F.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD

The contract period for the Phase-In Task shall commence on April 21, 1999 and shall expire on May 21, 1999. The contract Base Period shall commence on May 22, 1999 and shall expire on November 30, 1999. The term of this contract may be extended at the option of the Government for four additional 12-month periods.

[End of Clause]

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, inclusive of grounds. Refer to Section C.2.1, Location of Facilities.

[End of Clause]

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. Refer to the clause below, "Reporting Requirements," for the due date and the number of copies required. 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.

[End of Clause]

F.5 PERSONNEL RESOURCE PLAN

The purpose of the Personnel Resource Plan is to provide the NRC with assurance that the Contractor has a viable plan to provide any required backup or replacement for the key personnel so that service will not be interrupted. The Contractor shall submit a Personnel Resource Plan to the PO and CO not later than 5 days following the effective date of the contract. Whenever the Personnel Resource Plan is updated, one copy each shall be submitted to the CO and the PO for approval.

The Personnel Resource Plan shall include:

- (1) the names of each key personnel and each of their backup personnel.

[End of Clause]

F.6 REPORTING REQUIREMENTS

The following deliverables list all the reporting requirements as stated in Section C. In the event of any conflict between the list below and the requirements within Section C, the requirements within Section C shall take precedence.

The following defines the symbols in the "Due Date" column below:

- E = the effective date of the contract.
- U = update as required.
- P = as submitted in proposal and made a part of this contract
- T = the takeover date of the performance requirements.

The following defines the symbols for distribution of each report.
Recipients required to receive one copy each.

- * to PO.
- ** to PO and CO.
- *** One completed form for each employee to the PO.
- **** to PO, CO and Administrative Services Center

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.3.3.1	Personnel Requirements & Qualifications Key Personnel issued copy of contract	Prior to T	**
C.3.3.1	Employee Roster/After Hour Emergency On-Call Listing FM-TM	5 days prior to E & U T	**
C.3.3.1 &H.1	Employee Security Clearance Documentation and Certifications NRCAR 2052.204-71 Site Access Badge- Govt. Furnished Access Badge 24HR	Prior to T & U	**
C.3.3.1	Proof of Citizenship or Alien Registration Form I-151 Alien Registration Receipt Form I-94 Work Authorization Form I-688A Temporary Resident Card GSA Form 176 & FD-258	5 Days Prior to T (For subsequent hires; 5 days prior to working under the contract)	***
C.2.2	Comprehensive Physical Inventory of OWFN-TWFN Equipment and Systems	Within 45 days after E	**
	Equipment Inventory Numbering system System Plan	Within 60 days after E	**
	Number stenciled on unidentified/ unnumbered equipment	Within 21 days after PO approval	*
	Update of Inventory List for Equipment and Systems	T & every mo. thereafter	**
C.3.6.1.B(1)	Initial Inspection of NRC furnished Property	5 days after T	**

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.3.6.1.B.(2)	Final Inspection	45 days prior to expir. of contract	**
C.3.6.1.B(2)	Acknowledge Receipt of NRC-furnished property and agreement of good working order	5 days after T after any repairs, after final inspection and anytime new property furnished	**
C.3.6.1.C.	Space inspection by contractor and PO for compliance with OSHA standards	5 days prior to T	*
C.2.2	Year 2000 Requirements (Y2K) for computer equipment, software and systems; Test all existing facility computer systems used in the operation and maintenance program for Y2K programming compliance	Within 60 days after T	**
C.2.1	Manufacturer Safety Data Sheets	Prior to T, Updates as issued by manufacturers and upon use of new chemical	*
C.2.1	PIPO-Phase in Task	E	**

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.2.1	Develop PIPO- plan with outgoing Contractor	E	**
C.2.1	Implement PIPO plan with outgoing	5 days prior to T	**
C.2.1	Deficiency report of inspection on equipment and systems	10 days after E	**
C.2.1	Deficiency report with list of needed repairs	30 days after inspection	**

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.2.6	Utility Services - Notify all utility service companies of any account and billing changes	E	**
	Laboratory report on products	10 days after request by PO	**
	Unaccomplished work due to emergencies	30 minutes after PO's request	**
C.2.2.2	Preventive Maintenance Schedule	25 th work day of each month	***
C.2.2.2.	Preventative Maintenance Completion Certifications	24 hours after completion of each maintenance	**

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.2.2.2	Preventive Maintenance Completion Report	25 th day of each month	**
C.2.2.4.	Cost Proposal for repair in excess of \$2,500.	24 hours after determination	**
C.2.2.6	Initial water analysis and Treatment program	Within 15 days after E	**
C.2.2.6	Water treatment program certification	Upon completion program treatment	**
C.2.2.6	Water sample analysis certification	Upon completion of analysis treatment	**

water treatment
C.2.2.5
not (6)

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.2.2.2	Inspection Report of Fired/ Unfired Pressure Vessels (GSA Form 1034) or approved other	5 days after each annual inspection	*

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.3.5	Updated Equipment Inventory List Or Affirmative Statement	5th day of each month	**
C.2.6	Utility Meter Readings	T and monthly	**
C.2.2.2.	Preventative Maintenance Schedule Plan	Monthly Submission	**
C.2.2.7	Water Samples Collected (Two Sets Each System)	Prior to monthly analysis	**
C.2.4.1	Monthly Parking Log	9:00 a.m. on the second working day of the month or as requested by PO or the ASC	**
C.2.4.1	Monthly Parking Collection Statement	9:00 a.m. on 2nd working day of month	****
C.2.3.1	Architectural and Structural Repairs Report	5 th day of each month	**
C.2.3.1	Architectural and Structural Schedule of Monthly Maintenance and Repairs	25 th work day of each month	

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
C.3.10	Plan of the Day Agenda Report	8:15a.m. each workday	*
C.3.4	Operability Survey Report	7:15 a.m. each workday	**
C.2.2.5	Initial Water Analysis and treatment. Conduct water treatment analysis and proposed treatment plan.	Within first 15 days after E	**
C.2.2.5	Maintain a written log of all chemicals used and test control.	Upon request/ when treating system	**

REFERENCE	DELIVERABLE	DUE DATE	DISTRIBUTION
H.5	Security Requirements Sign-In/Out Log	Daily	*

Should the Basic Services Prices be modified, the Contractor shall provide an update of all Facility Management and Quality Control costs:

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (JAN 1993)

1. The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: Carlton "Tim" Rollins
Address: U.S. Nuclear Regulatory Commission
Two White Flint North - Mail Stop T-7D24
Rockville, Maryland 20852
Telephone Number: (301) 415-1170

2. The Project Officer is responsible for:

- A. monitoring Contractor performance, including quality assurance surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements;
- B. inspecting and accepting services provided under the contract;
- C. reviewing all Contractor invoices/vouchers requesting payment for services provided under the contract and making recommendations for approval disapproval, deductions or suspensions; and
- D. providing technical direction to the Contractor as follows:
 - (1) provide clarification and/or advice on details which serve to accomplish the Statement of Work in the contract;
 - (2) review and approve reports and other deliverables as required in the Statement of Work in the contract; and
 - (3) provide assistance in the resolution of technical problems encountered during performance.

3. Technical direction shall be within the general Statement of Work in the contract. The Project Officer does not have the authority to and may not issue technical direction which:

- A. constitutes a change as defined in the "Changes" clause in Section I of this contract;
- B. in any way causes an increase or decrease in the total contract amount;
- C. changes any of the express terms; conditions or specification of this contract; or

- D. terminates the contract, settles any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.
4. If, in the opinion of the contractor any technical direction issued by the Project Officer is within one of the above categories, the Contractor shall not proceed but shall notify the Contracting Officer in writing within two days after receipt of any such direction. Upon receiving such notification, the Contracting Officer shall either issue an appropriate modification to the contract or advise the Contractor in writing that, in the Contracting Officer's opinion the technical direction is within the scope of this clause and does not constitute a change under the "Changes" clause. A failure of the parties to agree upon the nature of the direction or upon the contract action to be taken with respect thereto shall be subject to Clause No. 52.233-1 -"Disputes" in Section I of this contract.
5. In the Project Officer's absence, the following Alternate Project Officer is authorized to represent the Project Officer.

Name: James Heck

Address: U.S. Nuclear Regulatory Commission
Two White Flint North
Mail Stop T7D24
Rockville, MD 20852
Telephone Number: (301) 415-6672

6. The following individuals are authorized to provide limited technical direction to the Contractor as specified below. The Contractor shall immediately contact the Project Officer for resolution of differences and clarification of guidance.
- (a) The OWFN Central Security Station Duty Officer is authorized to notify the Contractor of emergency conditions.
- (b) The Administrative Services Center individuals authorized to provide technical guidance for Parking Management Services are identified in the "White Flint North Parking Procedures."

(3) Technical direction for Reimbursable Work Orders and Incidental Facility Tasks (IFT)

Those individuals identified as Technical Contact for Reimbursable Work Orders and IFT's are authorized to provide the following technical guidance::

- (a) monitor contractor's performance, including surveillance and assessment of performance, and recommend to the Project Officer and Contracting Officer changes in work required;
- (b) inspect and accept services provided;
- (c) provide clarification and/or advice on details which serve to accomplish the Statement of Work in the contract;
- (d) review and approve reports and other deliverables as required in the Statement of Work in the contract; and
- (e) provide assistance in the resolution of technical problems encountered during performance.

[End of Clause]

G.2 ORDERING PROCEDURES (MAY 1991)

1. In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Louis Fisher
Joanna Lilley

2. All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

[End of Clause]

G.3 BILLING INSTRUCTIONS

The Contractor shall refer to the attachment in Section J entitled: "Billing Instructions."

[End of Clause]

G.4 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.5 LIQUIDATED DAMAGES PAYMENT PROVISIONS

The Contractor shall be liable for payment of liquidated damages incurred by the Government as a result of performance deficiencies.

The Contractor shall also be liable for payment of actual damages incurred by the Government for the performance or re-performance of any portion of the services required under this contract, including the cost of repair or replacement of damaged equipment, where the required services are performed or re-performed by a source other than the Contractor.

In addition, should the Government experience any interruption in the building services, resulting in partial or total evacuation by the occupants or building shutdown, the Contractor shall also be liable for payment of costs to the Government for actual damages incurred.

Accordingly, the Contractor's billings shall be adjusted for payment of liquidated and actual damages incurred by the Government.

The Government reserves the right to invoke other measures of corrective action, as a result of Contractor's deficient performance, particularly when deficiencies are repetitive and the Contractor's performance is unsatisfactory.

G.6 LIQUIDATED DAMAGES ACKNOWLEDGMENT

The contractor acknowledges the performance-based nature of this contract and agrees that the liquidated damages in Section C for unacceptable performance are an integral part of the contract and that they are of the essence for this contract. The contractor further acknowledges that it carefully reviewed the liquidated damages provisions in Section C when preparing its proposal and that its resulting contract price takes into full account the possibility that the government will assess these damages should the contractor's performance prove to be unacceptable in the identified categories of work. The contractor also acknowledges that, except for identified actual losses, the liquidated damages provisions in Section C reasonably

represent the government's anticipated losses associated with that unacceptable performance, given the inherent difficulty in assessing such losses as the reduced life expectancy of equipment and facilities that are not maintained properly; the degradation of function that results from such improper maintenance; and reduced employee productivity when environmental conditions are not maintained properly; as well as the administrative costs that the government incurs enforcing failures to satisfy contract performance standards.

Should a contract board or court of competent jurisdiction determine that one or more of the liquidated damages provisions in Section C are unenforceable, the contractor agrees that the government may assess all identifiable losses that the liquidated damages clause might otherwise have covered in each case that the contractor fails to satisfy a performance standard. Such damages may include the administrative costs of inspection and reinspection, preparing and reviewing correspondence and other documents, and management reviews, calculated in all cases at the fully loaded rate that the NRC charges utility licensees for inspections.

G.7 PROCEDURES FOR ASSESSING LIQUIDATED DAMAGES 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 C which will be used by the NRC to determine monetary deductions for nonperformance or 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 contractual specifications.
3. Assessment of Unacceptable Performance Deductions:
 - a. The NRC Project Officer and Project Officer Alternates will notify the Contractor of proposed deductions on a daily basis through FIXIT, and/or QA inspection forms, and e-mails.
 - 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.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

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

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

- 1. The following individuals are considered to be essential to the successful performance of the work hereunder:

(1) Facility Manager	"Robert" Khadadoost Nader	4/20/99 - 10/31/99
	Kathleen Fila	11/2/99 - 11/26/99
	David Dunn	2/1/00
(1) Technical Supervisor	Wayne Barrett	4/20/99 - 7/21/99
	Stanley Green	7/22/99 - 3/31/00
	David Ash Ghunaim	5/30/00 - 6/21/00
	Charles Morse	8/21/00 - 5/18/01
	Warren Goodall	8/6/01 - 8/20/01
	Joseph Nguyen	9/24/01

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs 2. and 3. of this section.

2. 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 30 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 shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
3. 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.
4. 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 adjusted in accordance with the contract deduction provision (refer to Section G.5).

[End of Clause]

H.3 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.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (NOV 1994)

The NRC will provide the contractor with the equipment/property identified under Section C.3.6 of this contract. Only the equipment/property listed in C.3.6 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.5 SECURITY REQUIREMENTS

1. Sign In/Sign Out Log

For contract administration and handling access control, all contract (and subcontract) employees shall 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.

2. Identification/Building Pass

The Contractor shall refer to the clause within this Section H regarding site access badge requirements. The NRC photo badging process is conducted at the OWFN building. It is important to coordinate the schedule for the badging process with the PO prior to performing duties under this contract. A sample copy of the NRC Form 89 - Photo Badge Request, is attached as Attachment 3 in Section J of this contract.

The Contractor shall ensure that all of its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, have an NRC photo identification badge before the employee enters on duty. The contractor shall ensure that all employees prominently display the NRC badge on their person while within the OWFN and TWFN buildings. In the event that the Contractor has a subcontractor, or any other employee who has not been issued an NRC photo badge, who may perform any work at the OWFN and TWFN buildings during Regular NRC Working Hours, the Contractor shall escort the subcontractor (or employee) to the offices within the OWFN and TWFN buildings, at all times. If the work is to be performed after Regular NRC Working Hours, the Contractor shall coordinate with the PO, the Subcontractor's (or employee's) access to the offices within the OWFN and TWFN buildings.

3. Building Access Approval

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating OWFN and TWFN building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit through the PO to the Division of Security, an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. In the exercise of that authority, 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 that authority, NRC may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This requirement also pertains 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 of NRC being unable to grant a temporary or permanent building access approval, respectively, 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 that the individual may be required to wait until permanent building access approval is granted before beginning work in the OWFN or TWFN buildings.

The Contractor shall ensure that he advises the PO, 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. The Contractor shall recover NRC-issued photo badges from these individuals and return them to the PO.

4. Contractor's Duty to Safeguard 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.

[End of Clause]

H.6 INSURANCE

The requirement of Clause 52.226-5 - 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.7 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS

1. Each employee of the contractor or any subcontractor performing services under this contract who is covered by the collective bargaining agreements(s) (CBA) TECOM Incorporated of Austin, Texas and Local 99-99A, International Union of Operating Engineers, AFL-CIO), is to be paid wage rates and fringe benefits set forth in the CBA(s).
2. Each employee of the contractor or any subcontractor performing services under this contract who is not covered by the CBA(s) between TECOM Incorporated of Austin, Texas, and Local 99-99A, International Union of operating Engineers, AFL-CIO, is to be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor and applicable Wage Determination(s) provided under Attachment Number 5.
3. Any conflict between the labor categories, wages and fringe benefits of the CBA(s) and the Department of Labor Wage Determinations, the CBA(s) shall prevail.

[End of Clause]

H.8 COLLECTIVE BARGAINING AGREEMENT

1. The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and any amendments thereto, which arise during the course of this contract, and which apply to Contractor employees working under this contract. The Contractor shall provide a "cents per hour" equivalency cost for each fringe benefit included in such bargaining agreements, including any prospective increases in same.
2. Prior to the expiration of this contract, and in anticipation of solicitation of a follow-on contract, the Contractor shall provide, upon request by the Contracting Officer, a copy of the current collective bargaining agreement, any amendments thereto, and the current "cents per hour" equivalency cost for each fringe benefit included in the collective bargaining agreement, including any prospective increase in same."

[End of Clause]

PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

I.1 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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
52.203-10	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
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	OCT 1997
52.215-2	AUDIT AND RECORDS -- NEGOTIATION	AUG 1996
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT 1995
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLAN	OCT 1997
52.215-26	INTEGRITY OF UNIT PRICES	JAN 1997
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996

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Modification No. 15

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED WOMEN-OWNED SMALL BUSINESSES	JUN 1997
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 ACT - OVERTIME COMPENSATION	JUL 1995
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
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 OF THE VIETNAM ERA	APR 1998
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
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	MAR 1997
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-3	PATENT INDEMNITY	APR 1984
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
52.229-4	FEDERAL, STATE; AND LOCAL TAXES (NEGOTIATED CONTRACT)	JAN 1991

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.229-5	TAXES — CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENT	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
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAR 1994
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES — FIXED PRICE ALTERNATE I (APR 1994)	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	APR 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
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984

[End of Clause]

I.2 52.216-18 ORDERING (OCT 1995)
(REFERS TO REIMBURSABLE CONTRACT SERVICES)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the expiration date of the contract.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)
(REIMBURSABLE CONTRACT SERVICES ONLY)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A.

[End of Clause]

I.4 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; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS.

[End of Clause]

I.5 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.

<u>Employee class</u>	<u>Monetary Wage- Fringe Benefits</u>
Facilities Manager	\$25 .00
Technical Supervisor	\$20.00
Lead Engineer	\$17.06
Maintenance Mechanic -HVAC	\$15.40
Maintenance Mechanic	\$15.40
Master Electrician	\$15.40
Office Manager	\$12.00

[End of Clause]

I.6 52.225-9 BUY AMERICAN ACT--TRADE AGREEMENTS
--BALANCE OF PAYMENTS PROGRAM (MAR 1996)

- (a) This clause implements the Buy American Act (41 U.S.C. 10), the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582), the North American Free Trade Agreement (NAFTA) Implementation Act (Pub. L. 103-182, 107 Stat. 2057) and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as designated, NAFTA, or Caribbean Basin country end products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) **tuna**, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products" as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product," as used in this clause, means an end product other than a domestic end product.

"NAFTA country", as used in this clause, means Canada or Mexico.

"NAFTA country end product", as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term includes service (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

- (b) The contracting Officer has determined that the Trade Agreements Act and NAFTA apply to this acquisition. Unless otherwise specified, the Acts apply to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American--Trade Agreements--Balance of Payments Program Certificate." An offer certifying that a designated, NAFTA, or Caribbean Basin country end product will be supplied requires the Contractor to supply a designated, NAFTA, or a Caribbean Basin country end product or, at the Contractor's option, a domestic end product. Contractors may not supply a foreign end product for line items subject to the Trade Agreements Act unless the foreign end product is a designated, NAFTA, or a Caribbean Basin country end product (see FAR 25.401), or unless a waiver is granted under section 302 of the Trade Agreements Act of 1~79 (see FAR 25.402(c)).
- (c) Offers will be evaluated in accordance with the policies and procedures of Subpart 25.4 of the FAR.

I.7 TRADE AGREEMENTS ACT (MAY 1991)

- (a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S. made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end products," as used in this clause, means an article that: (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name,

character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment from Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preference under title V of the Trade Act of 1974; (iii) **tuna**, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps) of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was 50 transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles materials, and supplies to be acquired under this contract for public use.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"Nondesignated country end products," as used in this clause, means any end product which is not a U.S. made end product or designated country end product.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases or trust territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end product, or, if a national interest waiver is granted under section 302 of the Trade Agreements Act of 1979, Nondesignated country end products. Only if such waiver is granted may a Nondesignated country end product be delivered under this contract(s).
- (c) Offers will be evaluated in accordance with the policies and procedures of part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Program.

[End of Clause]

I. 8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Solicitation 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/