

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1.1 SITION NO. ADM-03-148 BPA NO.

5. SOLICITATION NO. RS-ADM-03-148

6. SOLICITATION ISSUE DATE

8. OFFER DUE DATE/LOCAL TIME

2. CONTRACT NO. NRC-10-03-148

3. AWARD/EFFECTIVE DATE 09-22-2003

4. ORDER NO.

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NO. (No Collect Calls)

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Contract Management Center No. 2
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 0 % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 238290
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

12. DISCOUNT TERMS N/A

13b. RATING N/A

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
Division of Facilities and Security
11555 Rockville Pike
Rockville, Maryland 20852

CODE

16. ADMINISTERED BY U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Contract Management Center No. 2
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

Otis Elevator Company
2916 Business Center Drive
Alexandria, Virginia 22314

18a. PAYMENT WILL BE MADE BY REFER TO BILLING INSTRUCTIONS

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Maintenance/Repair of all elevators - 365 days a year, 24 hours a day including all Federal holidays and overtime callbacks for repairs. BASIC PERIOD				\$161,221.32
2	Maintenance/Repair of all elevators - 365 days a year, 24 hours a day including all Federal holidays and overtime callbacks for repairs. OPTION PERIOD ONE				\$166,864.08
3	Maintenance/Repair of all elevators - 365 days a year, 24 hours a day including all Federal holidays and overtime callbacks for repairs. OPTION PERIOD TWO				\$172,704.24
4	Maintenance/Repair of all elevators - 365 days a year, 24 hours a day including all Federal holidays and overtime callbacks for repairs. OPTION PERIOD THREE				\$178,748.88
5	Maintenance/Repair of all elevators - 365 days a year, 24 hours a day including all Federal holidays and overtime callbacks for repairs. OPTION PERIOD FOUR				\$185,005.08
SUBTOTAL					\$864,543.60

25. ACCOUNTING AND APPROPRIATION DATA
34015-511302 R0124
254A X0200 \$163,721.32

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$163,721.32

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Chris Doot*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Chris Doot, Vice President

30c. DATE SIGNED 9/29/03

31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER *Robert B. Webber*

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ROBERT B. WEBBER

31c. DATE SIGNED 9/2/03

TEMPLATE - ADM001

ADM002

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6	ADDITIONAL ON-SITE ELEVATOR ML NIC SUPPORT MONDAY THROUGH FRIDAY \$170.00/HOUR WEEKENDS AND HOLIDAYS \$241.00/HOUR not to exceed \$2,500.00 per year				\$2,500.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

COMPLETE
 PARTIAL
 FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Table of Contents

Page

SECTION B - CONTINUATION BLOCK B-1

SECTION C - CONTRACT CLAUSES C-1

 C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE..... C-1

 C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... C-1

 C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
 IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL
 ITEMS (JUNE 2003) C-1

 C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
 (MAR 2000) C-4

 C.5 SEAT BELTS C-5

 C.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS..... C-5

 C.7 SITE ACCESS BADGE PROCEDURES C-5

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS D-1

SECTION C - CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

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

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

<http://www.arnet.gov/far>

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
----------	---------------------------	----------

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives 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 clause.

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

C.5 SEAT BELTS

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

C.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

***** *Begin Inserted Clause (Full Text) 'NRCH020'* *****

C.7 SITE ACCESS BADGE PROCEDURES

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

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of

Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

***** End Inserted Clause 'NRCH020' *****

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. BILLING INSTRUCTIONS
2. STATEMENT OF WORK/SPECIFICATIONS

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

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

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

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

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

STATEMENT OF WORK
ELEVATOR OPERATION AND MAINTENANCE

D.1 OBJECTIVE

The Contractor shall provide all labor, materials, supplies and equipment necessary for the maintenance, operation, and repair functions of the six Otis Elevonic 401 elevator systems in the One White Flint North building, located at 11555 Rockville Pike, Rockville, Maryland (hereinafter referred to as "OWFN"). In doing so, the Contractor shall take all steps and measures to maximize the life expectancy, functionality and operating efficiency of the elevators.

D.2 ELEVATOR SERVICE

All elevator services as required herein shall be regarded as basic contract services. Basic services shall be provided 365 days a year, 24 hours a day. There are six (6) main elevators responding to calls on floors 18 through P3 in NRC's One White Flint North building.

The Contractor shall maintain elevators in the OWFN building in a safe operating condition and at a level which shall preserve the equipment and systems in an unimpaired operating condition, i.e., above the point where deterioration will begin thereby diminishing the normal life expectancy of the equipment and systems,

The Contractor shall maintain all assigned machinery spaces, shops and storerooms at the OWFN building in a clean and orderly manner. When work is performed in any of these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machinery room, including floor, and the equipment located within the machinery rooms shall be painted as necessary, in the established color scheme, to maintain the appearance of the room and equipment. Equipment identification shall be maintained. Operating supplies, such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers and stored in accordance with National Fire Protection Association recommendations.

When maintenance or repair work is to be done which requires opening or dismantling of elevator components and equipment, the Contractor shall provide the Project Officer (PO) with 24 hours of written advanced notice that includes a definite date and time that the work is proposed to be performed, so that the PO may be available to inspect the components and equipment before, during and after the work is performed. All such work shall be performed after normal NRC hours. If the Contractor has to, for whatever reason, change the pre-established date and time, the Contractor shall immediately notify the PO verbally and follow-up in writing with a revised date and time. The Project Officer reserves the right to be available during the Contractor's performance of maintenance or repair work and shall advise the Contractor each time of his intention to be present. Whenever it becomes necessary to remove elevator components, equipment and or elevators from service for the purpose of dismantling, repair and/or maintenance, the Contractor shall first obtain the PO's written approval. Upon receipt of the PO's approval, and prior to initiating maintenance or repair of the elevator, the Contractor shall place "Out of Service" signs at each landing that the elevator serves.

All maintenance, adjustment, repairs, or tests which require the elevator to be taken out of service shall be performed Monday through Friday between 6 pm and 6 am and at anytime on weekends and holidays.

The Contractor shall provide incident reports in sufficient detail and in layman's language in order for the NRC staff to clearly understand the elevator problem and what was done to resolve the problem. Therefore, no abbreviations shall be used on these reports.

The Contractor shall provide on-site repair services as determined by the NRC Project Officer or designated official.

An on-site mechanic may be required for elevator service during special events at the OWFN facility. NRC will provide a minimum of two (2) hours advanced notice for these services.

D.3 PERSONNEL REQUIREMENTS

The Contractor shall assign sufficient elevator personnel to ensure timely completion of maintenance and expedite response to service calls and repairs. The mechanic shall be fully qualified to maintain the Otis Elevator system. The mechanic must have successfully completed the training courses offered by the equipment manufacturer and be experienced in the maintenance of such systems. Certification of all mechanics, who will be responding to OWFN elevators for maintenance and repair, must be provided to the Project Officer fifteen (15) days prior to the commencement of this contract.

To ensure that the Project Officer, and any designated official (NRC Security Guards) are familiar with the procedures for taking the elevators out of service, the elevator mechanic shall train the staff, as directed by the PO. Additional training will be provided as required by the PO. The Security Guards, or any other designated trained individual, will only take direction from the PO for taking any elevator out of service, or locking-off on independent service. The PO will designate who will be trained to lock-off elevators. **NO ONE, OTHER THAN A CERTIFIED OTIS TECHNICIAN, WILL BE ALLOWED TO REMOVE TRAPPED PERSONNEL FROM AN ELEVATOR IN OWFN.**

D.4 INSPECTION AND TESTS

In conducting all required inspections and tests, the following shall apply:

a. The Contractor shall schedule all inspections and tests after normal business hours (6 am - 6 pm) Monday - Friday, or on weekends, with the elevator inspector, and shall submit the schedule to the PO for the PO's prior written approval at least fifteen (15) days prior to the tests being performed.

b. In preparation for any test, the Contractor shall ensure that all equipment is in proper operating condition.

c. The Contractor shall assure that all inspections and tests are performed in accordance with the National American Standard Safety Code for Elevators and Escalation A17.1 (current edition), and Inspection Manual A17.2, as well as any Federal, State and local codes.

d. The Contractor (qualified elevator mechanic) shall accompany the State elevator inspector and the PO during all elevator inspections and tests. All deficiencies are to be identified and provided to the PO, in writing, within three (3) work days with a schedule for corrections or repairs. The schedule must be approved by the PO.

e. In conducting any required corrective actions, the Contractor shall obtain the PO's prior written approval.

Five-Year Governor Safety and Buffer Test (During Option Year Three)

The Five-Year Governor Safety and Buffer Test shall be performed within 45 calendar days after the beginning of Option Year Three, if exercised. Upon completion of this test, the Contractor shall promptly correct all defects found by the Inspector. Upon completion of the corrections, the Contractor shall provide a written report to the PO of the date of the tests, deficiencies found by the Inspector, and the corrective actions taken by the Contractor. Upon correction of all deficiencies, the Contractor shall obtain the updated certificates, with appropriate signature, from the Inspector. The certificate shall be countersigned by the Contractor's elevator maintenance supervisor. The GSA Form 55, or approved substitute form, shall be displayed in the appropriate compartment in the corresponding elevator(s).

NOTE: This Five-Year Governor Safety and Buffer Test is to be performed only during Option Year Three as a basic contract service. Therefore, the total price for elevator maintenance for Option Year Three shall include the cost of performing this test.

Annual Elevator System Evaluation

a. Within sixty (60) days after the effective date of the contract, and on an annual basis thereafter (upon the NRC's exercise of each option to extend the period of performance), the Contractor shall conduct an annual evaluation of the entire elevator system, to be performed by a factory engineer or adjuster who has been factory-trained. Within fifteen (15) days after completion of the evaluation, the Contractor shall provide a written report to the PO which certifies that all components and systems are operating at peak performance and as originally designed. The report shall include the following: (1) Otis, or comparable, "Computer-Check" analysis; (2) brake-to-brake flight times; (3) door-operating speed (open and closing) and pressure; (4) door-operating times (Stand Open/Transfer Time); and (5) actual conditions as compared to "designed" performance.

b. After the report has been submitted to the PO, the Contractor shall make all adjustments within thirty (30) days and major repairs within ninety (90) days. The Contractor shall provide a schedule to the PO for all such work.

Service Calls for Repairs

At all times, the PO or designated official (NRC Security Officer) shall contact the Contractor by telephone to provide notification of elevator service calls in which case the Contractor shall proceed as defined below. The Security Officer shall also contact the PO for information purposes only and provide a written report to the PO who will provide a copy to the Contractor.

For emergency calls, the elevator mechanic shall respond to the elevator in question within thirty (30) minutes of notification from the PO or designee. The PO or designated official will contact the Otis Hot Line (1-800-233-6847), provide the Building Code (NPW-191699), and address (11555 Rockville Pike). Within fifteen (15) minutes, the Otis Hot Liner will return our call with the Estimated Time of Arrival (ETA). The 30-minute clock begins when the technician responds to the Hot Line call. Any delays will be considered before taking deductions (e.g., technician could be delayed in rush hour traffic, inclement weather conditions, or in the middle of another emergency entrapment in another building). Upon arrival at the site, the elevator mechanic shall correct the problem immediately. If, however the work cannot be completed because of circumstances beyond the fault or control of the elevator mechanic, the Contractor and PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the contracting Officer may issue a unilateral decision for completion of repairs. Emergencies shall include but not be limited to entrapments, erratic elevator performance which threatens the health and safety of passengers, and erratic performance which could cause damage to the elevator components and systems.

Routine Service Calls

At all times the elevator mechanic shall respond to routine calls for elevator service within two (2) hours of notification from the PO or designated official. All elevator service calls, other than those in the Service Calls for Repairs section above, shall be regarded as routine calls. Upon arrival at the site, the elevator mechanic shall correct the problem immediately. If, however, the work cannot be completed because of circumstances beyond the fault or control of the elevator mechanic, the Contractor and PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the Contracting Officer may issue a unilateral decision for completion of repairs. The Contractor shall not be liable for loss, damage or delay due to any cause beyond the Contractor's control, e.g., acts of Government, labor disputes, fire, explosion, theft, weather, flood, earthquakes, riots, civic commotion, war, vandalism or acts of God. Examples of Routine Service Calls are inoperable hall button lights, elevator car lights, etc.

D.5 PREVENTIVE MAINTENANCE

The Contractor shall maintain the elevators to ensure that the maximum number of elevators are always available for use.

All preventive maintenance shall be accomplished after NRC's regular, working hours.

The Contractor shall perform elevator preventive maintenance, as set forth in the Contractor's Elevator Preventive Maintenance Plan, which shall be submitted in the Contractor's proposal and made a part of this contract. Elevator preventive maintenance shall, as a minimum, include the following:

- a. A schedule to accomplish preventive maintenance. The Contractor shall use guide cards for elevator maintenance scheduling from GSA's Buildings Maintenance Management Handbook PBS P 5850.1B and in conjunction with respective equipment manufacturers' recommendations. Where the Contractor deviates from the GSA's Handbook standards, an explanation for the deviation is required, and if accepted, the Contractor's system will take precedence. In the event guide cards are not available for a specific piece(s) of equipment, the scheduling of preventive maintenance shall be in accordance with respective manufacturers' recommendations and/or in accordance with the best practices of the industry.
- b. Develop, use and properly maintain a maintenance check chart for each elevator. The check charts shall be posted in the respective elevator machine room. Entries for each chart shall be made by the Contractor to indicate the status of all scheduled items of maintenance performed, and initialed for validity. Copies are to be provided to the PO on a monthly basis (within three (3) work days following the month the maintenance was checked).
- c. Complete GSA Forms 1-738, "Preventive Maintenance Control Cards," or approved substitute forms, as soon as preventive maintenance work specified on each Preventive Maintenance Guide is completed. Copies are to be provided to the PO within 24 hours of completion.
- d. Maintain the original contract speed for each elevator cart, in feet per minute, and the original performance time, which includes acceleration and retardation, as designed and installed by the manufacturer. The Contractor shall also perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes.
- e. Examine, equalize tension and lubricate, as required, all hoisting ropes. The Contractor shall shorten and/or renew all hoisting ropes, compensating rope(s), safety drum and governor ropes, and all other wire ropes, pursuant to ANSI A17.1. Red rust (rough) shall be cause for renewing ropes, as may be determined by established code compliance. NRC reserves the right to have the Contractor shorten hoisting ropes in the event run-by clearances between counterweight buffer and striker plate become less than six (6) inches. NRC also reserves the right to have the Contractor maintain the governor-tension sheave(s) at an acceptable minimum to keep from bottoming out. The Contractor shall maintain all buffer piston(s) and guide rails (car and counterweight) free of rust where roller guides are used and properly lubricate where sliding guides are reinstalled. NRC reserves the right to have Contractor coat all buffer piston(s) and guide rails with "Prussian Blue" (dye), without additional cost, where appropriate to prevent oxidation.
- f. Inspect all elevator-related equipment and system(s) including all equipment areas to ensure peak performance. The Contractor shall replace defective receptacles, light fixtures, light

sockets, burned out lamps, signal lights and accessory equipment and fluorescent tubes as soon as they are found. Incandescent hatchway and pit lighting shall be 130 volt maximum, 60 watts.

g. Check all telephone conductors within the hatchway and the elevator cab biweekly with deficiencies reported immediately to the PO.

h. Ensure that a complete set of standard-size, legible, schematic, wiring diagrams, sequence-of-operation and parts manual applicable to the particular type or types of equipment being maintained under this contract are located in the machine room. The material shall remain the property of the government upon expiration of the contract.

Repairs

A repair is defined as work required to prevent a breakdown of the elevator system, or the restoration of service after a breakdown occurs. Additionally, a repair is defined as all architectural and structural maintenance and repair services which will prevent damage and premature deterioration to architectural and structural elevator components. All costs for repairs are included in the basic contract price. The Contractor shall identify required repairs through an established inspection program, and report such repairs to the PO with a completion schedule. In addition, upon receipt of a Work Request ticket from the PO, the Contractor shall perform all repairs identified therein. All repairs which require taking elevators out of service to prevent a breakdown shall be accomplished after NRC's regular, working hours. All repairs to restore service after a breakdown occurs shall be accomplished immediately in order to put the elevator back in service expeditiously. All parts and materials required for repairs are included in the fixed price of this contract. Repairs not covered by the maintenance contract will be any items malfunctioning due to vandalism, misuse of equipment, abuse, accidents and anything which is beyond the control of the elevator contractor.

Quality Control Requirements

The Contractor shall establish and submit a Quality Control Plan (QCP) within five (5) calendar days after the effective date of this contract, and each Option Year thereafter, and apply the quality control requirements as set forth below. Any proposed updates or changes to the QCP shall be submitted to the PO for prior written approval.

The Contractor shall provide one (1) copy each of the updates or changes to both the Contracting Officer and Project Officer within five (5) days of the PO's written approval.

The quality control requirements include the following:

a. A thorough description of the Contractor's inspection system covering all the services to be provided. The inspection system shall specify the areas and items to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished, the standard against which the inspection shall be performed, and the name and title of the individual who shall perform the inspection.

- b. The methods and standards for identifying and preventing substandard or faulty performance of the various services required under this contract before the level of performance fails to meet performance standards.
- c. The nature of remedial action to be taken in specified situations, the period of time within which such action will be taken, and the plans for re-evaluation to assure compliance with the performance requirements of the contract.
- d. The methods to be used to ensure proper inspection of work performed at all times.

All quality control inspections shall be certified personally by the Contractor. The Contractor shall maintain on-site records of all quality control inspections conducted by the Contractor, findings of those inspections, a log of necessary corrective/remedial actions taken and follow-up activities. The Contractor will provide copies to the Project Officer within 24 hours after completion of the inspection. Copies will be maintained in the elevator machine room. The NRC may inspect these records at any time.

D.6 REPORTING REQUIREMENTS

All forms for reporting requirements shall be approved by the Project Officer (PO). The Contractor shall submit the following reports regarding elevator service:

- a. Five (5) days prior to the beginning of each month, the Contractor shall submit for PO approval a monthly schedule of planned preventive maintenance. The schedule shall identify equipment with the date and time of the planned preventive maintenance.
- b. Within 24 hours after preventive maintenance has been completed, the Contractor shall provide to the PO, in writing, a preventive maintenance certification report. The report shall list the preventive maintenance completed, the date completed, deficiencies discovered while performing the preventive maintenance and action taken to correct the deficiency. If no deficiencies are discovered, a written negative report shall be submitted.
- c. Within five (5) days after the end of each month, a monthly service call report indicating all service-call work performed for each elevator shall be submitted to the PO. This report shall include, as a minimum, the following information:
 - (1) date and time the Contractor received the service call from the PO or designee;
 - (2) type of service requested from the PO;
 - (3) location (floor) where the problem occurred;
 - (4) number of elevator;
 - (5) date and time the elevator mechanic arrived at the elevator;
 - (6) the name of the mechanic;
 - (7) description of the problem and the corrective action taken;
 - (8) date and time the elevator was returned to service; and
 - (9) amount of time required to correct the problem.

- d. Within ten (10) working days after the end of each month, a monthly progress report indicating all preventive maintenance work performed for each elevator shall be submitted to the PO. This progress report shall include a consolidated list of all deficiencies corrected during the reporting period. Also, a copy of the Preventive Maintenance Control Cards shall accompany the monthly progress work.
- e. The PO or designee (e.g., Security Officers during NRC non-working hours) shall verbally inform the Contractor of elevator repairs and service calls which require a mechanic to make an on-site visit. An NRC Work Request Ticket, with a detailed description of the problem will be completed by the PO or designated official, and a copy provided to the Contractor during the next work day. Upon arrival to OWFN, the Contractor shall sign in on the security log and immediately proceed to make the repairs.
- f. Within (1) one hour after the completion of the repair or service call, the Contractor shall return the NRC Work Request Ticket and/or a written report to the PO. The report or ticket shall contain sufficient details regarding the time the mechanic arrived to the work site, the corrective action taken, the date and time the corrective action was completed and the total number of staff hours and material cost expended to correct the problem.
- g. A copy of the elevator maintenance check chart, which is posted in the elevator machine room throughout the month, shall be provided to the PO within three (3) work days following the month the maintenance was checked.