

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 78
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-10-06-430		3. EFFECTIVE DATE 08/01/2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-06-430	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey L. McDermott Mail Stop T-7-I-2 Washington, DC 20555		3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) W W CONTRACTORS INCORPORATED 1800 N. CHARLES STREET SUITE 204 BALTIMORE, MD 21201-5907		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
CODE DUNS 175515774		9. DISCOUNT FOR PROMPT PAYMENT	
FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Div. of Facilities & Security Attn: Steven Griffin Washington DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-10-06-430 Washington DC 20555	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA 64015-5A1303 R0125 254A X0200 (\$1,625,583.54) 64015-5A1303 D2316 254A X0200 (\$125,000.00)	
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	U.S. Nuclear Regulatory Commission Operations & Maintenance Support Services				

15G. TOTAL AMOUNT OF CONTRACT \$2,029,450.84

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>TWO (2)</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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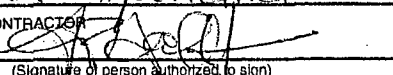
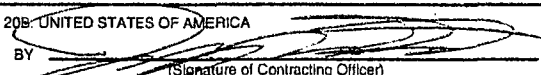
19A. NAME AND TITLE OF SIGNER (Type or print) SEAN P. GALLAGHER - PRESIDENT		20A. NAME OF CONTRACTING OFFICER JEFFREY L. McDERMOTT	
19B. NAME OF CONTRACTOR BY 	19C. DATE SIGNED 7-26-06	20B. UNITED STATES OF AMERICA BY 	20C. DATE SIGNED 7/27/06

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT TYPE

The contract type is a Firm Fixed Price (FFP)

B.2 PRICE/COST SCHEDULE

See next page

SECTION B
SUMMARY OF PRICESSUMMARY OF PRICES

Base Period (approx. 08/01/2006 - 08/31/2007, including Phase-In)

	<u>Total</u>
One-Month Phase-In Period	\$ 60,440.00
*Annual Basic Contract Services	\$ 1,647,010.84
Annual Reimbursable Contract Services	\$ 250,000.00
Annual Performance Bonuses (Ceiling)	\$ 72,000.00
Total Summary Price (Base Period)	\$ 2,029,450.84

Option Period 1 (approx. 09/01/2007 - 08/31/2008)

	<u>Total</u>
*Annual Basic Contract Services	\$ 1,661,942.28
Annual Reimbursable Contract Services	\$ 250,000.00
Annual Performance Bonuses (Ceiling)	\$ 72,000.00
Total Summary Price (Option Period 1)	\$ 1,983,942.28

Option Period 2 (approx. 09/01/2008 - 08/31/2009)

	<u>Total</u>
*Annual Basic Contract Services	\$ 1,677,023.03
Annual Reimbursable Contract Services	\$ 250,000.00
Annual Performance Bonuses (Ceiling)	\$ 72,000.00
Total Summary Price (Option Period 2)	\$ 1,999,023.03

Award Term 1/Period 4 (approx. 09/01/2009 - 08/31/2010)

	<u>Total</u>
*Annual Basic Contract Services	\$ 1,692,254.58
Annual Reimbursable Contract Services	\$ 250,000.00
Annual Performance Bonuses (Ceiling)	\$ 72,000.00
Total Price (Award Term 1/Period 4)	\$ 2,014,254.58

Award Term 2/Period 5 (approx. 09/01/2010 - 08/31/2011)

	<u>Total</u>
*Annual Basic Contract Services	\$ 1,630,719.09
Annual Reimbursable Contract Services	\$ 250,000.00
Annual Performance Bonuses (Ceiling)	\$ 72,000.00
Total Price (Award Term 2/Period 5)	\$ 1,952,719.09

Grand Total For Contract Services	\$ 9,979,389.82
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*Includes Parking Garage Management

SECTION B
BASIC CONTRACT SERVICES

Phase-In (SOW Section C.6.6, approx. 08/01/2006 - 08/31/2006)

	Total Firm Fixed Price (Phase-In)		\$ 60,440.00
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Base Period (approx. 09/01/2006 - 08/31/2007)

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Basic Operations, Maint & Repairs	[REDACTED]	Month	\$ 124,428.63	\$ 1,493,143.54
Parking Garage Management	[REDACTED]	Month	\$ 12,822.28	\$ 153,867.31
			Total Firm Fixed Price (Base Period)	\$ 1,647,010.84

Option Period 1 (approx. 09/01/2007 - 08/31/2008)

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Basic Operations, Maint & Repairs	[REDACTED]	Month	\$ 125,672.91	\$ 1,508,074.97
Parking Garage Management	[REDACTED]	Month	\$ 12,822.28	\$ 153,867.31
			Total Firm Fixed Price (Option Period 1)	\$ 1,661,942.28

Option Period 2 (approx. 09/01/2008 - 08/31/2009)

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Basic Operations, Maint & Repairs	[REDACTED]	Month	\$ 126,929.64	\$ 1,523,155.72
Parking Garage Management	[REDACTED]	Month	\$ 12,822.28	\$ 153,867.31
			Total Firm Fixed Price (Option Period 2)	\$ 1,677,023.03

Award Term 1/Period 4 (approx. 09/01/2009 - 08/31/2010)

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Basic Operations, Maint & Repairs	[REDACTED]	Month	\$ 128,198.94	\$ 1,538,387.28
Parking Garage Management	[REDACTED]	Month	\$ 12,822.28	\$ 153,867.31
			Total FFP (Award Term 1/Period 4)	\$ 1,692,254.58

Award Term 2/Period 5 (approx. 09/01/2010 - 08/31/2011)

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Basic Operations, Maint & Repairs	[REDACTED]	Month	\$ 123,070.98	\$ 1,476,851.79
Parking Garage Management	[REDACTED]	Month	\$ 12,822.28	\$ 153,867.31
			Total FFP (Award Term 2/Period 5)	\$ 1,630,719.09

		Grand Total For Basic Contract Services	\$ 8,369,389.82
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SECTION B
REIMBURSABLE CONTRACT SERVICES

The annual total ceiling amount for reimbursable contract services (SOW Section C.8.4) is \$250,000.00. See labor rates listed below to be used for negotiating reimbursable contract services. Upon receipt of a Reimbursable Work Order (RWO) from the Contracting Officer, the Contractor shall perform reimbursable contract services in accordance with the pricing guidance set forth under SOW Section C.8.4.

LABOR CATEGORIES/RATES FOR REIMBURSABLE CONTRACT SERVICES

<u>Base Period</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Electrician	\$ 40.19	\$ 50.08
General Mechanic	\$ 40.19	\$ 50.08
Facility Manager	\$ 56.57	\$ 72.53
Technical Manager	\$ 47.79	\$ 60.50
Pipefitter	\$ 40.19	\$ 50.08
Stationary Engineer	\$ 40.19	\$ 50.08
HVAC Mechanic	\$ 38.08	\$ 47.20
Sheet-Metal Worker	\$ 38.08	\$ 47.20
Carpenter	\$ 38.08	\$ 47.20
Painter	\$ 38.08	\$ 47.20
Plumber	\$ 38.08	\$ 47.20
Helper	\$ 29.13	\$ 34.93
General Laborer	\$ 33.18	\$ 40.48
Fire Extinguisher Repairman	\$ 38.08	\$ 47.20
Parking Attendant	\$ 29.13	\$ 34.93
Locksmith	\$ 38.08	\$ 47.20
Installer/Repairman	\$ 40.19	\$ 50.08
Architectural/Structural Mech.	\$ 38.08	\$ 47.20

SECTION B
REIMBURSABLE CONTRACT SERVICES

<u>Option Period 1</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Electrician	\$ 40.19	\$ 50.08
General Mechanic	\$ 40.19	\$ 50.08
Facility Manager	\$ 56.57	\$ 72.53
Technical Manager	\$ 47.79	\$ 60.50
Pipefitter	\$ 40.19	\$ 50.08
Stationary Engineer	\$ 40.19	\$ 50.08
HVAC Mechanic	\$ 38.08	\$ 47.20
Sheet-Metal Worker	\$ 38.08	\$ 47.20
Carpenter	\$ 38.08	\$ 47.20
Painter	\$ 38.08	\$ 47.20
Plumber	\$ 38.08	\$ 47.20
Helper	\$ 29.13	\$ 34.93
General Laborer	\$ 33.18	\$ 40.48
Fire Extinguisher Repairman	\$ 38.08	\$ 47.20
Parking Attendant	\$ 29.13	\$ 34.93
Locksmith	\$ 38.08	\$ 47.20
Installer/Repairman	\$ 40.19	\$ 50.08
Architectural/Structural Mech.	\$ 38.08	\$ 47.20

<u>Option Period 2</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Electrician	\$ 40.19	\$ 50.08
General Mechanic	\$ 40.19	\$ 50.08
Facility Manager	\$ 56.57	\$ 72.53
Technical Manager	\$ 47.79	\$ 60.50
Pipefitter	\$ 40.19	\$ 50.08
Stationary Engineer	\$ 40.19	\$ 50.08
HVAC Mechanic	\$ 38.08	\$ 47.20
Sheet-Metal Worker	\$ 38.08	\$ 47.20
Carpenter	\$ 38.08	\$ 47.20
Painter	\$ 38.08	\$ 47.20
Plumber	\$ 38.08	\$ 47.20
Helper	\$ 29.13	\$ 34.93
General Laborer	\$ 33.18	\$ 40.48
Fire Extinguisher Repairman	\$ 38.08	\$ 47.20
Parking Attendant	\$ 29.13	\$ 34.93
Locksmith	\$ 38.08	\$ 47.20
Installer/Repairman	\$ 40.19	\$ 50.08
Architectural/Structural Mech.	\$ 38.08	\$ 47.20

SECTION B
REIMBURSABLE CONTRACT SERVICES

<u>Award Term 1/Period 4</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Electrician	\$ 40.19	\$ 50.08
General Mechanic	\$ 40.19	\$ 50.08
Facility Manager	\$ 56.57	\$ 72.53
Technical Manager	\$ 47.79	\$ 60.50
Pipefitter	\$ 40.19	\$ 50.08
Stationary Engineer	\$ 40.19	\$ 50.08
HVAC Mechanic	\$ 38.08	\$ 47.20
Sheet-Metal Worker	\$ 38.08	\$ 47.20
Carpenter	\$ 38.08	\$ 47.20
Painter	\$ 38.08	\$ 47.20
Plumber	\$ 38.08	\$ 47.20
Helper	\$ 29.13	\$ 34.93
General Laborer	\$ 33.18	\$ 40.48
Fire Extinguisher Repairman	\$ 38.08	\$ 47.20
Parking Attendant	\$ 29.13	\$ 34.93
Locksmith	\$ 38.08	\$ 47.20
Installer/Repairman	\$ 40.19	\$ 50.08
Architectural/Structural Mech.	\$ 38.08	\$ 47.20

<u>Award Term 2/Period 5</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
Electrician	\$ 40.19	\$ 50.08
General Mechanic	\$ 40.19	\$ 50.08
Facility Manager	\$ 56.57	\$ 72.53
Technical Manager	\$ 47.79	\$ 60.50
Pipefitter	\$ 40.19	\$ 50.08
Stationary Engineer	\$ 40.19	\$ 50.08
HVAC Mechanic	\$ 38.08	\$ 47.20
Sheet-Metal Worker	\$ 38.08	\$ 47.20
Carpenter	\$ 38.08	\$ 47.20
Painter	\$ 38.08	\$ 47.20
Plumber	\$ 38.08	\$ 47.20
Helper	\$ 29.13	\$ 34.93
General Laborer	\$ 33.18	\$ 40.48
Fire Extinguisher Repairman	\$ 38.08	\$ 47.20
Parking Attendant	\$ 29.13	\$ 34.93
Locksmith	\$ 38.08	\$ 47.20
Installer/Repairman	\$ 40.19	\$ 50.08
Architectural/Structural Mech.	\$ 38.08	\$ 47.20

B.3 PROJECT TITLE

The title of this project is as follows:

NRC Headquarters Operations & Maintenance Services

B.4 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to have a qualified facilities management services company provide all necessary supervision, labor, materials and equipment to efficiently and safely operate and maintain the facilities, equipment, and systems described in the Statement of Work for NRC's Headquarters buildings.

B.5 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$2,029,450.84 (base period), \$9,979,389.82 (inclusive of all option/award term periods).

B.6 PRICING OF OPTION YEARS

Offerors shall price the option requirements for each additional twelve month period by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial twelve month period of performance will apply to all additional twelve-month period of performance are included on Wage Determination No: 94-2103 Rev (34) (Attachment 3).

In the event the options and/or award terms are exercised by the Government, the contract price(s) will be adjusted upward or downward at the time the option is exercised in accordance with the clause entitled FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts).

B.7 REIMBURSABLE SERVICES

Reimbursable hourly rates will be adjusted upward or downward at the time the option/award term is exercised in accordance with the clause entitled FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts). The NRC reserves the right to procure these services from others.

B.8 OTHER PRICING NOTES

(Reserved)

B.9 PAYROLL TAX RATES

Offerors shall provide the following information in Proposal Volume III in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts):

When computing the Offeror's bid, the following payroll tax rates were used:

	Base	Opt 1	Opt 2	Awd 1	Awd 2
a. Social Security Rate (FICA)	[REDACTED]				
b. Unemployment Rate (SUTA)	[REDACTED]				
c. Workmen's Compensation	[REDACTED]				
d. Other (Please specify):					
HRI Fee (Human Resources Inc.)	[REDACTED]				
	[REDACTED]				
	[REDACTED]				

In the Offeror's monthly bid price, what was the percentage for direct labor (productive time including fringe benefits and payroll taxes)?

[REDACTED] %

The above rates will be used throughout the life of this contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**PERFORMANCE WORK STATEMENT****C.1 INTRODUCTION**

- 1.1 Requirements: This Performance Work Statement (PWS) provides for operations and maintenance service including all management, supervision, labor, sub-contractors, materials acquisition and disposal, supplies, tools, repair and replacement parts for the following services:
- Operation, maintenance, and repair of all building systems and equipment to include mechanical, electrical, and fire safety
 - Mechanical system water treatment
 - Architectural and structural maintenance and repairs
 - Incidental facility tasks
 - Parking garage management
 - Bollard security system
- 1.2 Expertise and Trade Disciplines: The types of expertise and trade disciplines include, but are not limited to, electrical, mechanical, HVAC/R, plumbing, Building Energy Management System (EMS), water systems, fire protection system, architectural, and structural systems.
- 1.3 Exclusions*: The Contractor is not responsible for operation, maintenance, or repair of the following Government owned or privately-owned equipment or systems:
- 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 (except for periodic adjustments)
 - g. Telecommunications Equipment
 - h. Security Systems (except the Security Bollard System)
 - i. Laboratory Equipment
 - j. Office Machines
 - k. Government- Owned Appliances and vending machines (microwave ovens, toaster ovens, refrigerators located in kitchenettes)
 - l. Rooftop Telecommunications Antennae Equipment
 - m. Personally-Owned Appliances
 - n. Equipment belonging to other contractors
 - o. Elevator Systems (except to operate and reset elevators during emergencies)
 - p. Outdoor irrigation system (except in-building supply and drain valves)
 - q. Landscaping
 - r. Trash removal
 - s. Custodial services (except cleanup from equipment failures)

- t. General Services Administration Space located within One White Flint North (OWFN)
- u. Locksmith equipment/services
- v. Utility services

* NOTE: Unless authorized. The OWFN building within the scope of this contract excludes certain space located in OWFN used by the General Services Administration (GSA). When an emergency, as determined by the PO, occurring within this GSA 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 GSA specified space shall be regarded as reimbursable contract services.

C.2 OBJECTIVES

- 2.1 The objective of this contract is to have a qualified facilities management services company provide all necessary supervision, labor, materials, and equipment to efficiently and safely operate and maintain the facilities, equipment, and systems described herein for the Nuclear Regulatory Commission's (NRC) Headquarters buildings under a performance based contract.
- 2.2 The Government anticipates award of a firm fixed price contract for a base year and two, one-year option periods for basic service calls and recurring services. The contract will also contain Indefinite Delivery/Indefinite Quantity (IDIQ) ordering provisions for reimbursable work items of repair and minor construction. Orders will be issued on a fixed price basis. Schedules of incentives and disincentives for each category of work are included herein. Further, this award will provide for an Award-Term Incentive, as described within the attached Award-Term plan. Up to two (2) Award-Term one-year option periods may be awarded unilaterally by the Government based upon the Government's assessment of the Contractor's performance.

C.3 FACILITY

- 3.1 The NRC consists of two buildings adjacent to the White Flint metro station. These buildings are referred to as One White Flint North (OWFN) and Two White Flint North (TWFN) or together as NRC Headquarters or White Flint North (WFN). The OWFN building is an eighteen story building and the TWFN building is a ten story building. Each building has multi-level underground parking facilities that are connected. These buildings comprise approximately 1,000,000 square feet of space (including the parking garage, Lot 4 and the entrance).
- 3.2 **One White Flint North (OWFN)**
11555 Rockville Pike, Rockville, MD 20852,
Includes Lot 4 and main entrance to
WFN complex
Approximate Number of Occupants: +/-1,200
SQUARE FOOTAGE: ~350,000 square feet
BUILT: 1985

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

Approximate Number of Occupants: +/-1,300

SQUARE FOOTAGE: ~350,000 square feet

BUILT: 1994

The OWFN building excludes certain space used by the GSA (~2,400 square feet). This space is located on the roof of the OWFN building and is not included in the estimated 1,000,000 square feet noted above.

C.4 HOURS/DAYS OF OPERATION

4.1 Government's Regular Working Hours

The Government's Regular Working Hours at NRC Headquarters are 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays specified in Section C.4.3 below. There are some building occupants who regularly or frequently work significantly more than eight hours per day. Furthermore, there are some building occupants whose duty hours are outside of the Government's Regular Working Hours, i.e., shift workers and those granted exceptions.

4.2 Contractor's Regular Working Hours

The Contractor shall maintain a staff and office telephone coverage within NRC Headquarters buildings during all hours between 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding Federal holidays, to include a minimum of one (1) on-site Electrician, Plumber, Carpenter, HVAC Technician and Supervisor on duty, and such other staff as necessary to fulfill all requirements of this contract and to respond to building emergencies. Staff fully trained and proficient in operating, responding to and verifying the operational integrity of the fire protection systems shall be available on-site during the Contractor's Regular Working Hours.

Additionally, the contractor shall provide at least one (1) on-site HVAC Technician from 4:00 p.m. until 12 midnight, Monday through Friday, excluding Federal holidays. The Contractor shall have such staff as necessary on site at NRC Headquarters prior to 6:00 a.m. and beyond 6:00 p.m. for the purposes of starting up and shutting down HVAC equipment in compliance with Section C.6.10.a.(1). Taken together, these requirements shall be referred to herein as "Contractor's Regular Working Hours." All costs associated with these requirements are considered Basic Contract Services.

4.3 Days of Operation

Throughout this contract, references to numbers of business 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 NRC Headquarters 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 the facilities. When compensation for basic contract services is not made as specified in Payment Adjustments for Suspension of Work of the Basic Contract Services, then performance of essential staffing will be acquired by reimbursable contract services (this applies to Government closures, furloughs, etc.).

- 4.4 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. The period between the effective date and the takeover date, is referred to as the "Phase-in/Phase-out" period. Unless otherwise specified, all references to 'days' in Section C of this contract refer to "business days" or "Government official work days."

C.5 STANDARD OF PERFORMANCE

"Acceptable Level" of maintenance for the purposes of this contract is defined as the level of maintenance which will preserve the equipment at its designed characteristics and capacity and in unimpaired operating condition. The contractor will be required to take all measures, which would be taken by a prudent building owner to realize the expected life expectancy of systems or equipment, per Manufacturer specifications.

C.6 WORK ITEMS - GENERAL

- 6.1 Services: The Contractor shall provide all management, supervision, labor, sub-contractors, materials, supplies, tools, repair and replacement parts, all necessary equipment to provide operations and maintenance service which includes: planning; scheduling; coordinating; inspection; to assure effective and efficient completion of all work and related services described herein.
- 6.2 Minimum Level of Work: This performance work statement provides the minimum level of work and services that are required to be provided in specific areas under this contract. It is not intended to, nor shall it be construed as limiting the Contractor's responsibilities. At a minimum, the Contractor shall be required to take all steps and measures that would be taken by a prudent Building Owner or Property Manager to maximize the safe and efficient operability of systems in the buildings under this contract.
- 6.3 General/Specific Work Requirements: The general performance requirements, as set forth in this Section of the Performance Work Statement, apply for all specific work requirements set forth within the Performance Work Statement. In the event of any conflict between the general performance requirements and the specific work requirements, the specific work requirements shall take precedence.
- 6.4 Notifications and Reports:

- a. Equipment Inventory: Per C.6.8.f, upon completion of joint inventory of Government Furnished Property (GFP), Contractor shall submit to the Project Officer (PO) a written certification of receipt of GFP. A revised certification shall be submitted to the PO, upon completion of necessary repairs and/or replacements.
- b. Personnel Qualifications/Certifications: Per C.6.9, the Contractor shall submit a copy of each employee's/subcontractor's current Trade School certifications, manufacturer's certifications, or documentation of experience to the PO prior to the takeover date of the contract.
- c. Phase-In Phase-Out Plan (PIPO):
 1. Per C.6.6.a.(1), the contractor shall submit a draft PIPO Plan to the PO for approval within 10 business days after the award date of the contract. Contractor shall provide a revised PIPO Plan to the PO for approval within three business days after receipt of PO comments on draft plan.
 2. The contractor shall submit to the PO a detailed phase-out plan at least ninety (90) calendar days prior to the final date of the contract.
- d. Initial Deficiency Report: Per C.6.6.a.(3), within 75 calendar days after the takeover date, the contractor shall prepare and submit to the PO for review, a deficiency report listing repairs needed and the estimated cost to correct each deficiency. Contractor shall classify the repairs as critical or non-critical.
- e. Material Safety Data Sheets (MSDS): Per C.6.11.b, ten (10) business days prior to the takeover date, the Contractor shall submit to the PO a copy of the MSDS for each chemical the Contractor will be using to accomplish the work requirements of this contract. The Contractor shall submit MSDS to the PO prior to using new chemicals.
- f. Comprehensive Physical Inventory: Per C.8.2, within 60 calendar days after the effective date of the contract, the Contractor shall complete a report with comprehensive physical inventory of all facility equipment and systems, and report to the PO any discrepancies with the equipment inventory list and any systems identified as contract requirements.
- g. Quarterly Update of Comprehensive Physical Inventory: Per C.8.2, within five business days after the beginning of each quarter, the Contractor shall provide a quarterly update of the Comprehensive Physical Inventory list, or a written statement that no changes have occurred during the previous quarter.
- h. Equipment Inventory Numbering Plan: Per C.8.2, within 60 calendar days after the effective date of the contract, the Contractor shall review the current equipment inventory numbering plan and inspect all equipment to identify those pieces of equipment requiring preventive maintenance (PM), and submit a listing of equipment not yet numbered, or not yet identified. All equipment requiring PM shall have a number stenciled within 21 calendar days after the PO's approval of the plan.
- i. Facility Computer Systems Certification: Within 60 calendar days after contract take-over, the contractor shall warrant in writing to the CO that existing facility computer systems operate as designed, including the following:

- Simplex Fire Protection
- Energy Management Systems (Landis & Staefa and Capron Company)

j. Daily Reporting:

1. By 8:15 a.m., the contractor shall complete surveys of all critical equipment listed in the Equipment Inventory List and provide written report to the PO certifying operability status of all critical equipment.
2. Non-operational equipment shall be reported to the PO within thirty minutes of determining non-operational status via telephone or email.
3. By 10:15 a.m., the contractor shall submit a written report to the PO identifying all actions that will be taken to restore the operation of equipment and systems determined non-operational.

k. Equipment Failure Notification:

1. The Contractor shall notify the PO at any time during the day of any equipment or systems found to be non-operational or experiencing degraded operation during the course of the day. This notification may be via telephone or email.
2. All telephonic reports shall be confirmed in writing within 60 minutes of the report, unless the PO establishes another time for urgent or emergency requests.
3. The Contractor shall report to the PO malfunctions in fire alarms systems, chillers, pumps, package air conditioning units in the Computer Rooms, air handling units, and automatic sliding doors within ten (10) minutes after discovering the malfunctioning equipment or systems.

- l. Monthly Maintenance and Repairs Report: The Contractor shall submit a monthly maintenance and repairs report to the PO by the 5th work day of each month. The report shall contain a listing of all equipment repairs made, parts used and hours of labor or subcontractor's labor costs on each repair.

m. Preventive Maintenance:

1. Preventive Maintenance Schedule: Within 60 calendar days after contract takeover, the Contractor shall submit to the PO a schedule of the basic services preventive maintenance to be completed during the following year. The Contractor shall include a separate schedule for those systems and equipment which require PM at intervals exceeding annual maintenance, i.e., every two years, every three years.
2. Preventive Maintenance Report: The Contractor shall notify the Government one month prior to scheduled PM work exceeding \$1,500. The notice shall be accompanied by appropriate requests and estimate(s).
3. Preventive Maintenance Service Records: Within one day after completing PM services, the Contractor shall submit to the PO, service records for each item identifying the frequency of preventive maintenance and repairs, the name of the mechanic, the parts used, and the supervisor's quality control certification.
4. Automated Preventive Maintenance Report: The Contractor shall update the automated preventive maintenance report monthly, with all data being current and accurate.
5. Preventive Maintenance and Repairs Notification: The Contractor shall notify the PO with the scheduled date and time of preventive maintenance services or repairs to allow the PO to perform quality assurance inspections during performance of the PM services or repairs.
6. Monthly PM completion report: The Contractor shall submit a monthly PM completion report to the PO by 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.

- n. Monthly Repairs that do not Exceed \$1,500 Report: The Contractor shall submit a monthly status report of repairs that do not exceed \$1,500 to the PO by the 5th work day of each month. The report shall contain all equipment repairs made.
- o. Repairs Exceeding \$1,500:
1. Authorization to Proceed: Within 24 hours of determining that a repair is estimated to exceed \$1,500, the Contractor shall submit a complete cost estimate proposal to the PO and Contracting Officer (CO) for prior approval. The cost estimate shall include a detailed breakdown of all costs such as labor hours, itemized materials and/or supplies.
 2. Monthly Repairs that Exceed \$1,500 Report: The Contractor shall submit a monthly status report of repairs that exceed \$1,500 to the PO by the 5th work day of each month. The report shall contain all equipment repairs made, parts used and hours of labor or subcontractor's labor costs for each repair.
 3. Work Disruptive to Occupants/Operations: 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.
- p. Water Samples and Analysis:
1. Collecting Samples: The Contractor shall notify the PO one day in advance of performing all water samples and provide the required information required by C.9.6.
 2. Initial Water Analysis: Within 15 calendar days after the effective date of the contract, the Contractor shall conduct an initial water analysis for each piece of equipment and system.
 3. Water Treatment Plan: Within 20 business days after the effective date of the contract, the Contractor shall provide the PO with a proposed Water Treatment Plan, including the information required by C.9.6.
 4. Chemist's Report: A copy of the chemist's report, containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment shall be submitted to the PO monthly.
 5. Water Treatment Certification: After completion of water treatment services, the Contractor shall provide the PO with a written certification that the Contractor has complied with the chemist's recommendations.
 6. Water Treatment Log: The Contractor shall develop and maintain a written log which details all chemicals used in, quantity and field test control. This log shall be submitted to the PO by the 5th work day of each month.
- q. Architectural and Structural Maintenance Reports:
1. By the 5th work day of each month the Contractor shall submit to the PO a schedule of architectural and structural maintenance and repair items to be completed during the following month as part of basic services.
 2. By the 5th work day of each month the Contractor shall submit a report of the status of the work completed and not completed. The report shall include the Contractor's quality control certifications of completion of required services.

- r. Damage Control Team Reports:
 - 1. Building Emergency or False Alarm: Within 24 hours following each building emergency or false alarm, the Contractor shall submit to the PO a report detailing the facts of the emergency, actions taken, problems identified, lessons learned and corrective actions to be taken.
 - 2. Occupant Emergency Plan Training: Within 5 business days after completion of each semi-annual training session, the Contractor shall submit to the PO a written certification that training has been successfully completed for all employees.
 - s. FIXIT Service Requests: The contractor is required to closeout each service request daily, as completed per the requirements of C.9.9.c.
 - t. Plan of the Day Agenda Report: The Contractor shall provide a written Plan of the Day Agenda Report to the PO at or before noon each work day. This report shall conform to the content requirements listed at C.9.10.
- 6.5 Facility Management Software System (FMSS): The Contractor shall furnish a Facility Management software system which contains the following minimum requirements:
- a. Facility Management Planning and Analysis
 - b. Equipment Inventories
 - c. Supplies and Materials Inventories and Usage
 - d. Work Scheduling and Control
 - e. Work Order Request
 - d. Work Order Control
 - g. Purchasing and Materials Control
 - h. Preventive Maintenance Scheduling and Quality Control
 - i. Equipment Repair Histories
 - j. Spare Parts Inventory Tracking
 - k. Preventive Maintenance Task Procedures
 - l. Report Preparation
 - m. Project Tracking

This Contractor-provided system shall be configured to allow the Government to read and print reports for project office use and therefore should be compatible with Microsoft Windows. The Government will bear the costs necessary for obtaining access to the Contractor's system (i.e., cable, wiring, etc.) but these costs specifically exclude any software or licenses. The Contractor's system shall be fully operational at takeover date with current data necessary to meet all contract requirements.....or.....submitted for NRC IT security approval prior to the contract takeover date. The NRC currently has an agency-wide local and wide area networked facility operating under Novell operating system. The desktop operating environment is Windows XP. The typical desktop workstation is a Pentium machine with 3 GB hard drive and 32 MB RAM. Any future development activities of the Contractor's FMSS need to be compatible to operate in the NRC's then-current computing environment. Current network printing is provided by HP 4Si and HP 5Si capability. The proposed system shall be configured to comply with the existing IT architecture. The contractor shall coordinate its activities with the NRC's Information Technology and Infrastructure Division prior to beginning any systems design, development, or implementation. 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 and must be approved by the Government.

The Contractor shall ensure that the personnel responsible for operating, maintaining and repairing this system have the fundamental combination of experience, knowledge, Manufacturer's approved training, and any required follow-on training during the performance period of this contract. Upon request from the Government the Contractor shall set up trend logs and provide trended information to the Government or an agent of the Government.

6.6 Contract Phase-in and Phase-out:

a. Initial Deficiencies:

- (1) Inspection: Within seven (7) calendar days after the contract effective date, the in-coming Contractor, the out-going Contractor, and the PO or other designated NRC personnel, together, will make a complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. The incoming Contractor shall submit a draft Phase-in and Phase-out (PIPO) Plan to the PO within 10 business days after contract award, identifying those areas that the Contractor and the out-going Contractor cannot agree upon. The PO will review and comment on the draft PIPO plan within two business days of receipt of the plan. The Contractor shall submit a revised PIPO Plan to the PO for approval within three business days after receipt of the PO's comments. The PIPO shall address as a minimum:
 - a. Provide lists of subcontractors, to include address and telephone numbers
 - b. Transfer of all maintenance records
 - c. Orientation of all equipment and systems
 - d. Establishment of a Damage Control Team
 - e. Orientation of utility shut-offs and list of emergency contacts
 - f. Orientation of NRC's Occupant Emergency Plan (OEP)
 - g. Establishment of an after hour drill of emergency fire control systems
 - h. Damage Control Team Response
 - i. Orientation of fire alarm systems
 - j. Establishment of an after hour drill of operation of the bollard security system
- (2) Follow-up Inspection: Within seven (7) calendar days prior to the contract takeover date, the in-coming Contractor and the PO or designee(s), together, will make a second complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. This inspection is to verify that deficiencies noted from the first inspection have been corrected.
- (3) Submission of Initial Deficiency Report: The in-coming Contractor shall prepare and submit to the PO, within seventy-five (75) calendar days after takeover of the contract the Initial Deficiency List (IDL) inspection, a report listing all deficiencies noted during the joint inspection that require corrections to bring the equipment up to an acceptable and satisfactory condition, and the estimated cost to correct each deficiency. The Contractor shall classify the repairs as critical or non-critical. Upon receiving approval from the PO or CO, the Contractor shall correct deficiencies identified in the report.
- (4) Correction of Initial Deficiencies: The in-coming Contractor shall be responsible for making corrections of initial deficiencies that fall within the scope of routine maintenance required by this contract, (e.g. would be corrected as part of scheduled preventive maintenance or easily corrected through a Work Request). The PO or CO will review the report to determine which initial deficiencies are within the scope of the contract, and will notify the in-coming

Contractor of the determination. All other Initial deficiencies will be corrected by the Government, or the correction will be deferred if it is non-critical.

- (5) Items not Identified on the Initial Deficiency List: Deficiencies discovered after the submission of the IDL are not considered pre-existing. The in-coming Contractor shall be liable for the correction of these deficiencies. Operational requirements which hinder inspection of specific systems or areas will be noted on the IDL and the PO or CO may grant exceptions for discoveries post-submission.

b. Terminal Deficiencies:

- (1) On a mutually agreeable date no less than thirty (30) business days prior to the contract termination date, the out-going Contractor, the in-coming Contractor, and the PO or designee(s) will, working together, make a complete and a systematic inspection of all mechanical, electrical, and utility systems and equipment in the buildings covered by this contract. Based upon this inspection, the out-going contractor will be provided with an existing deficiency list, and shall have twenty-one (21) calendar days from the receipt of the existing deficiencies list to correct all items that fall within the scope of the contract. Deductions may be taken from the out-going Contractor's payments for all outstanding deficiencies that have not been corrected after the twenty-one (21) day period. Deductions may also be taken for any additional uncorrected deficiencies that develop after the preliminary thirty (30) day closeout inspection and the termination of the contract.
- (2) The out-going Contractor shall provide to the PO a detailed phase-out plan at least ninety (90) calendar days prior to the final date of the contract. This plan shall include transition and training plans for implementation during the phase-in period of the in-coming Contractor and list major items required for the orderly transition between the in-coming Contractor, out-going Contractor, and the Government. It is the responsibility of the out-going Contractor to attend to the items listed in the phase-out plan and to provide information and/or instruction to the in-coming Contractor.

6.7 Telephone and On-Site Communications:

- a. The Contractor is responsible to provide on-site commercial business telephone service for facsimile machines, and associated jacks and telephone instruments.
- b. The Government will provide additional telephone lines to maintain immediate contact with Contractor staff during core building coverage hours.

6.8 Storage, Supplies, Materials and Workmanship:

- a. The Government will furnish and/or make available to the Contractor the following office and storage space without charge to the Contractor for use under this contract. Contingent upon availability, additional space, parking and storage may be provided upon Contractor's request following approval by the CO and/or PO.

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

- b. Electric Utility Carts

The Contractor is afforded use of a Government-owned electric utility cart on an "as available" basis for performing facility tasks within NRC Headquarters. "As available" means when not otherwise needed for Government use. The Contractor personnel who operate the cart shall possess a valid driver's license and demonstrate proficiency in the use of the cart prior to being provided authorization for use by the Facility Manager (FM) or Technical Supervisor (TS). The Contractor shall adhere to all maintenance, safety and operating instructions provided by the PO 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 cart, he or she shall report the incident to the FM or TS who in turn shall notify the PO.

Cart Model	NRC Tag Number
Taylor Dunn Model B248	NRC Tag Number 052445

- c. **Parking:** The Government will allow the Contractor to purchase one monthly parking permit at the prevailing rate.
- d. The Contractor shall use the Government designated storage areas identified herein. The Government assumes no liability for loss or damage to Contractor-furnished property. Supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers approved by the PO or his/her designee(s) and at a minimum stored in accordance with NFPA fire and safety requirements.
- e. The Contractor shall provide its own parts, supplies, materials, and equipment in such quantity as necessary to assure continuous compliance with performance of all of the requirements in this contract. The Government 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 Government and furnished to the Contractor for installation. All Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.
- f. **Use of Government Property:** Upon transfer of Government Property, the Contractor shall take all reasonable precautions to safeguard and protect Government property. Government property shall be used only in direct support of work under this contract unless proper consideration for its use is negotiated and authorized by the PO or CO.

Initial Inspection:

Within five business days after the takeover date of the contract, the Contractor and the PO shall conduct a joint inventory of all Government furnished property. Upon completion of the joint inventory, the Contractor shall submit to the PO a written certification of his receipt of all Government furnished property. The Contractor and the PO shall jointly determine the working order and condition of the Government property. Property missing or not in working order shall be recorded by the Contractor. The Government 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 Government

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 20 business 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 Government's option and at the Contractor's expense. In the case of damaged property, the amount of compensation due to the Government 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."

Final Inspection:

Forty-five calendar 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 Government 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 Government 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 Government 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 Government furnished property as maintained in the quantities specified herein shall remain the property of the Government. Within five business days after the expiration or termination date of the contract, the Contractor and the PO shall conduct a joint inventory of all Government-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 Government-furnished property. At the conclusion of the contract period, the Contractor's property shall be removed from NRC Headquarters. The Government accepts no liability for any excess property, which may be stored at the option of the Contractor in Government - furnished space. Should the Contractor unilaterally elect to store quantities in excess of those specified above in Government furnished space, such additional property shall be so stored in reasonable quantities only, and only for eventual use pursuant to this contract.

- g. OSHA Requirements for Space: Five business days prior to the takeover date of the contract, the space furnished to the Contractor will 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 Government is responsible prior to the effective date of the contract. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with OSHA requirements.

- h. Space Modifications: Should the Contractor require any structural modification to its Government-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.
- i. The Contractor shall maintain all work areas, machinery spaces, shops and storerooms in a neat, clean, and orderly manner. 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. 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.
- j. The Contractor shall obtain an NRC Building Permit Authorization 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.

6.9 Supervision and Personnel/Qualifications and Conduct:

- a. It is the policy of NRC, that the Government will not provide direction or supervision of Contractor employees either directly or indirectly. Supervision of all staff (including subcontractors) working under this contract is the sole responsibility of the Contractor. Removal of personnel not conforming to minimum requirements of this contract shall be the responsibility of the Contractor.

The Contractor shall ensure that all work required under this contract is supervised on site by either the FM or TS. In the event that the FM and TS are unable to perform these duties, the Contractor shall provide a backup FM or TS, meeting the same qualifications as defined herein, to provide supervision. A minimum of one of either the FM or TS shall be on-site at the NRC Headquarters 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.

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

- b. The Contractor shall be responsible for compliance with all laws, rules, codes, regulatory requirements, licensing and/or certification requirements. If and where a conflict arises, the most stringent requirement, in whole or in part, shall apply.

- c. Resumes, including any/all certifications and licenses, of key personnel shall be submitted to the PO for review prior to the takeover date of the contract or prior to an employee's start date. Key personnel skills and experience shall meet the requirements for the positions identified herein. Information submitted to the PO regarding Contractor personnel shall contain the minimum following information:

- Full name and title of proposed candidate
- Detailed description of previous five (5) years employment history
- Name(s) and address(es) of the companies for whom the candidate worked during the past five (5) years
- Name(s) and telephone number(s) of the immediate supervisor(s).

- d. 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 1-151, 1-94 Work Authorization, or 1-688A Temporary Resident Card, a copy of which shall be furnished to the NRC Division of Facilities and Security through the PO together with the GSA Form 176 and FD-218. All documents shall be in a typed format when submitted to the PO.

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.

- e. Facility Manager (FM) and Technical Supervisor (TS) 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 TS shall possess the following minimum qualifications:

(1) Facility Manager

- i. A minimum of five out of the most recent seven years of responsible and successful experience supervising and managing the operation and maintenance of buildings with equipment and systems reasonably similar in size and characteristics to the NRC Headquarters Buildings.
- ii. Possession of at least one of the following professional/educational certifications:
 - Real Property Administrator (RPA) from The Building Owners and Managers Institute (BOMI) (or equivalent certification approved by PO); or
 - Certified Property Manager (CPM) from The Institute of Real Estate Management (IREM) (or equivalent certification approved by PO); or
 - College associate or bachelor degree in business management, property management, real estate management, or other degree in office building management or operation;
 - Combination of education and work experience equaling 10 years.

(2) Technical Supervisor

- i. A minimum of three years out of the most recent five years of responsible and successful experience supervising and managing the operation and maintenance of

buildings with equipment and systems reasonably similar in size and characteristics to the NRC Headquarters Buildings.

ii. Possession of at least one of the following professional/educational certifications:

- Systems Maintenance Administrator (SMA) from BOMI (or equivalent certification/industry experience approved by PO); or
- College associate or bachelor degree in an architectural engineering related major
- Combination of education and work experience equaling six (6) years (applicable industry workshops and seminars may be considered when combined with industry work experience)

f. Maintenance personnel, whether Contractor employees or subcontractors, shall possess and maintain valid, current Trade School certifications, manufacturer's certifications, or experience as specified below. 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:

- Electrician, Maintenance -- Master/Journeyman license or union certification and training
- Mechanic, Maintenance -- NAPE training or a minimum three years experience in building trades or construction.
- Painter -- Minimum three years experience or union certification and training
- Plumber -- Master/Journeyman license or union certification and training
- HVAC Technician -- Third Class license or union certification and training and three years of experience with VAV systems and Chiller operation and maintenance (100 tons or larger)
- Chief Engineer -- First Class license or union certification and training and five years of experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and Chiller operation and maintenance (100 tons or larger)
- Refrigeration and Air Conditioning Mechanic -- CFC universal license and a minimum of 3 years experience in HVAC repair and maintenance as a mechanic
- Lead Engineer -- First Class License or union certification and training and three years of hands-on experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and Chiller operation and maintenance (100 tons or larger)
- Maintenance and Repair Technician (Architectural and Structural) -- A minimum five years experience or union certification and training

NOTE: Exceptions to all licensing and educational requirements will be granted for former Federal, Military, State, and local Government employees who meet OPM educational and journey person craft requirements by proof of satisfactory service and performance ratings. Multi-craft Technicians are acceptable. Licensing and educational requirements may be waived or time extensions granted to obtain the required Licensing and educational requirements for current Contractor staff. The Contractor shall request a waiver or time extension on a case by case basis and must be approved by the CO or the PO.

g. The Contractor shall require all employees with the exception of the FM and the TS, including any subcontractors, to wear distinctive uniform clothing for ready identification, and shall 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 semi-permanent 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 and shall present a professional appearance and manner.

- h. Prior to the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the PO or CO for approval and modification to the contract (Refer to Section H. Key Personnel). The Contractor shall also maintain qualified backup personnel for all key positions in accordance with the Contractor's backup resource plan (Refer to Section L of the RFP).
- i. All contract and subcontract employees shall sign in and out at the beginning and end of their shift on a Government furnished sign-in/sign-out log maintained at the first floor Lobby Guard's Desk or loading dock of the OWFN building. All completed log sheets are the property of the Government. Regarding site access badge requirements and security requirements specified under Section H., all Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property.
- j. 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 NRC Headquarters buildings at all times - both during and after regular working hours.
- k. **Personnel Conduct**
In performing work under this contract, the Contractor, its employees and subcontractor(s) (if any) shall consistently conduct themselves in a professional manner while performing work on the NRC Headquarters buildings premises. The Government has a zero tolerance policy for sexual harassment and substance abuse, inclusive of drugs and alcohol. Contractor employees shall therefore not exhibit any behavior that may be perceived to be sexual harassment, e.g. sexual advances and/or harassing any building occupants or other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that all subsequent new employees also receive the above training within 20 business days of employment.

The Contractor employees shall refrain from playing any radio or sound producing equipment for non-work purposes on Government 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 Government furnished office space.

6.10 Building Operations Standards:

a. Standards To Be Maintained:

- (1) **Temperature Standards:** Temperature levels in the building shall be maintained with the objective of maximizing the comfort of the tenants in the most efficient manner possible

and in coordination with the PO, CO or his/her designee(s). The Contractor shall maintain 68-76 degrees Fahrenheit temperatures during Government Regular Working Hours in the heating season, adjusting discharge air temperatures to achieve these goals as much as possible and 74-78 degrees Fahrenheit during Government'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 PO (See Section C.9.9). 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 temperature levels during other than Government's Regular Working Hours to assure the protection of the buildings when severe weather conditions exist.

- (2) Environmental standards must be maintained throughout the building's normal operating hours and in coordination with the PO, CO or his/her designee(s). Equipment/System startup must be early enough to fully attain comfortable environmental working conditions at the beginning of the building's normal operating hours.
- (3) Greening of the Government and Recycling 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 a 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.
- (4) 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 GSA, Department of Energy (DOE), and the Environmental Protection Agency (EPA).

- b. Energy Conservation Standards: The Contractor shall operate and maintain all mechanical, electrical, plumbing and utility systems to prevent interruption in services, ensuring the efficient and economical operation of the NRC Headquarters buildings and grounds. Assets under this Contract are subject to the energy conservation requirements mandated by the August 2005 Energy Policy Act (section 102 and 104). All equipment must be operated as efficiently as possible, considering both demand and the consumption costs of utilities. Contractor personnel shall have received certified training from the manufacturers of the Capron Staefa and Landis & Gyr Powers Automated Systems. Certifications shall be updated and consistent with manufacturer regulations and recommendations.

The Contractor shall use waterside cooling towers "free cooling" (Economizer Cycle), i.e., cooling towers, heat exchanges, during moderate seasons based on outside air temperature and humidity conditions. The Contractor shall turn off the chillers and adjust fresh air dampers where possible and other associated equipment whenever outside temperatures shall allow the

Contractor to achieve free cooling of the NRC Headquarters buildings, as an energy conservation measure. The energy conservation measures will be based in part; on outside an air temperature up to 60 degrees Fahrenheit and humidity conditions up to 55 percent RH (These are estimated ranges contingent on local weather conditions).

6.11 Safety, Environmental, Hazardous Materials and Fire Protection:

a. Safety, Environmental:

- (1) Chlorofluorocarbon (CFC) Certifications will be maintained for the Governments review in accordance with EPA standards. The Contractor shall be responsible for all records, reports, actions, and regulatory direction required for compliance. The Contractor shall recover CFC refrigerants and avoid their release into the atmosphere when servicing air conditioning equipment in accordance with Federal and State requirements.
- (2) Contractor shall conduct on-site work in a manner that provides for the safety of the public, tenants, and employees.

b. Hazardous Materials:

- (1) Safety and Health shall be incorporated into any service the Contractor provides under this contract.
- (2) The Government will inform the Contractor of any known hazardous material in a specific building. If the Contractor discovers or must disturb materials that are known or suspected to contain hazardous material, the Contractor shall immediately report it to the PO or his/her designee(s) with a plan of action. The PO or his/her designee will review the plan of action and provide comments prior to Contractor proceeding with work.
- (3) The Contractor shall notify the PO or his/her designee(s) of any potentially hazardous materials being brought on-site for review and approval.
- (4) The Contractor shall maintain current inventory and Material Safety Data Sheets (MSDS's) for all hazardous on-site materials.
- (5) The Contractor shall be responsible for the proper off-site disposal of any and all hazardous materials generated in performance of work under this contract (e.g. fluorescent tubes, lubricants, antifreeze, etc.).
- (6) 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).

- c. Fire Protection: Maintenance to National Fire Code Standards: Fire warning and protection systems, and all other applicable equipment, shall be maintained for the Governments Review to all relevant National Fire Code standards, or local fire codes, whichever are more stringent. The Contractor shall ensure that staff is 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 and within one hour during other than Contractor's Regular Working Hours in case of building emergencies.

6.12 Other Contracted Work At The NRC Headquarters:

The CO may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and/or Government employees. The Contractor shall prudently schedule work, in conjunction with the additional work, as may be directed by the PO, CO or his/her designee(s). In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

C.7 OPERATIONS

7.1 Work Included: Operations include, but are not limited to, the work undertaken to plan, organize, partner and communicate with stakeholders, and execute maintenance and project functions as they relate to federal assets.

- Plan, organize, and direct the execution of the O&M service contract in concert with the PO.
- Maintain & manage the Plan of Operation.
- Conduct equipment PM and repairs.
- Documentation, record keeping & reporting.
- Meetings, communications, collecting information, maintaining reporting systems.
- Provide for the efficient and professional operation of facility systems & equipment.
- Ensure all building systems are operational during scheduled occupied times.
- Direct the operation and servicing of mechanical equipment included in asset inventory.
- Coordinate & communicate actions with building tenants to insure customer satisfaction.
- Provide Engineering/Technical support –general information & response to technical questions related to the asset.
- Maintain updated equipment inventory.
- Manage warranty compliance & claims for the benefit of the Government.
- Communication & integration with other building service functions.
- Other building services – non-maintenance related building services (hanging pictures and plaques, installing door stops, etc.), building systems support for other contractors, escorting for O&M-related projects, etc.

7.2 Staff Availability: The Contractor will assure that Contractor staff is available to the building at all times during the Core Coverage Hours of the NRC buildings. The personnel assigned to the building, the personnel providing backup support, and their supervisor must maintain instantaneous communication (cellular telephone, radio, etc.) to allow contact by the Government, 24 hours per day, 7 calendar days per week.

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 NRC Headquarters buildings. During other than Regular Contractor's Working Hours, either the FM or the TS shall at all times be able to arrive at the NRC Headquarters buildings within one hour of NRC telephonic notification to respond to emergencies. If at any time the FM or TS' 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.

- 7.3 Routine/Non-Critical Work Requests: Routine/non-critical work requests or other services covered by this contract will be completed within 48 hours of receipt of a work request during the Core Coverage Hours. The Contractor shall correct the problem, provide service, or have a plan of action within 48 hours of the call (as agreed to by the PO), unless the PO extends time. *Routine* is considered as an inconvenience but otherwise does not affect usual service.
- 7.4 Urgent Work Requests: Urgent work requests or other services covered by this contract will be completed within two (2) hours of receipt of a work request during the Core Coverage Hours. The Contractor shall correct the problem, provide service, or have a plan of action within 2 hours of the call (as agreed to by the PO), unless the PO extends time. *Urgent* poses or may cause a major disruption of vital services or impact the missions of tenant agencies.
- 7.5 Emergency/Critical Work Requests: The Contractor shall respond to an emergency/critical work request within one (1) hour during both Core and other than Core Coverage Hours. The time period allowed for correction will be appropriate for the type of request and shall be acceptable to the PO or his/her designee. An *emergency* is where failure presents an immediate danger to the health and safety of building occupants or the general public.
- 7.6 Emergency Diversion of Workforce: When emergency conditions exist, such as flooding, fire, natural disaster, or other circumstances, the Contractor shall divert his/her workforce, or such part thereof as deemed necessary by the PO or his/her designee from their normal duties to meet the condition. When the CO or his/her designee advises that emergency conditions no longer exist, the employee(s) shall be directed by the Contractor to return to their normal duties, and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed.

C.8 MAINTENANCE

- 8.1 Work Included: Maintenance is the work undertaken to keep a facility premises and its contents in good repair and efficient working order to agreed acceptable standards. Maintenance includes, but is not limited to, the processes/procedures necessary to maximize the efficient operation and the useful life of equipment, systems, and structures. It includes the responsibility for the care, quality, and management of the work undertaken within the NRC Headquarters buildings to ensure services are provided in a way that assures the highest level of tenant customer satisfaction and fiscal responsibility to the taxpaying public.
- 8.2 Equipment and Systems: Facility premises and contents, as defined, includes but is not limited to:
- 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 - units (point of use systems)
 - f. electrical equipment, overhead and task lighting, and transformer switchgear systems
 - g. fire protection and detection equipment and systems, fire retardants and extinguishers
 - h. heating equipment and systems

- i. HVAC system controls and energy management system
- j. sanitary sewage equipment and systems
- k. storm drainage equipment and systems (interior and exterior)
- l. underground utility systems
- m. cafeteria equipment and utility systems
- n. curtain wall systems
- o. architectural and structural systems
- p. parking facility
- q. Convenience Store, Child Care Center, Fitness Center, and Jogger Shower facility systems
- r. electrical drop down projection screens
- s. above-ground glass structure connecting the OWFN and TWFN buildings (Link)
- t. conference room moveable partitions
- u. OWFN and TWFN cafeteria cooking equipment, grease traps, and refrigeration equipment
- v. OWFN and TWFN cafeteria exhaust hood, fans, and duct
- w. outside grounds, exterior lighting, and driveways (does not include landscaping)
- x. OWFN elevator, power stabilization transformers
- y. OWFN and TWFN public address system
- z. Bollard security systems

See Notifications and Reports Sections C.6.4 f, g, h

The revised plan, incorporating the General Services Administration's (GSA) guide numbers, will be approved by the PO within 14 calendar days after submission. Equipment identification numbers shall be permanently affixed to the equipment by means of professional stenciling or other approved industry method.

A joint inspection of the NRC Headquarters facilities, grounds, equipment, and operating systems shall be conducted by the Contractor and PO prior to each contract Option Period renewal. 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.

- 8.3 **Maintenance Program:** The Contractor shall adhere to the maintenance program that is reflected in the manufacturer's standards, GSA Guide Card standards or the Contractor's proposed Plan of Operation (whichever is most stringent). Any changes to the maintenance program shall be continually updated in the monthly report.
- 8.4 **Repair Threshold:** Individual operational adjustments, repairs or replacements due to malfunctions, or breakdowns that do not exceed \$1,500 per incident for labor, replacement parts and/or material, are the sole responsibility of the Contractor. The Contractor shall report any need for a repair which will exceed the \$1,500 labor, parts and material threshold, to the PO, CO or his/her designee(s) immediately. The Contractor shall not start work on any repair where labor, parts and material are above the \$1,500 threshold, until ordered to do so by the PO, CO or his/her designee(s) (if the Government chooses to use the Contractor as opposed to an outside source). All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g. O/H, G&A, profit and supervision) and therefore shall not be applied to reimbursable services.

- a. **Examples of who is responsible for a repair/work order:**

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(1)	Cost of Supplies, Parts and Materials	\$1,100.00
	Cost of Labor	300.00
	Total Cost:	\$1,400.00

The Contractor is responsible for the entire repair since labor, supplies, parts and materials are \$1,500 or less.

(2)	Cost of Supplies, Parts and Materials	\$300.00
	Cost of Subcontracted/Specialty Labor	1,100.00
	Total Cost:	\$1,400.00

The Contractor is responsible for the entire repair since subcontracted/specialty labor, supplies, parts and materials are \$1,500 or less.

(3)	Cost of Supplies, Parts and Materials	\$1,300.00
	Cost of Labor	300.00
	Total Cost:	\$1,600.00

The Contractor is responsible for the first \$1,500 of the repair and the Government is responsible for the balance of the repair (\$100) since labor, supplies, parts and materials are over \$1,500, only after the PO, CO or his/her designee(s) have authorized the repair.

- b. Determination of type of repair will be made by the PO, CO or his/her designee(s): In the event of a dispute with the PO or CO's designee(s), the Contractor may appeal the decision to the CO.
- c. Reimbursable Repairs (\$1,501 +):
1. Repairs covered under this category have the same definition as those stated above EXCEPT the cost of labor, supplies, parts, and materials is expected to be in excess of \$1500. The cost of repairs that meet these criteria will be the responsibility of the Government. These criteria shall apply to each individual repair task that may be required.
 2. The PO, CO or his/her designee(s) may, at their discretion, direct the Contractor to perform repairs within this category as part of the services to be provided under the terms of this contract. However, the Contractor will be compensated for these repair services as follows:
 - a. For reimbursable repairs, the Contractor shall submit a reasonable proposal reflecting labor category hours and labor, parts and material costs to accomplish a reimbursable service. If services are to be subcontracted, the Contractor may be required, upon request, to obtain and supply documentation of three bids from potential subcontractors with the proposal. This will apply to all repairs over \$2,500 unless otherwise directed by the CO.

Section C

- b. In establishing a value for a reimbursable repair, the Government will only consider the direct costs. Direct is defined as parts or materials consumed, and labor effort expended at the place of performance, actually touching the end product, and necessary for the work. The labor rates to be used in negotiations will be those awarded on the basic contract. All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g. O/H, G&A, profit and supervision) and therefore shall not be applied to reimbursable services. If the Contractor is requested/required to obtain three bids, the Contractor shall not include bid preparation or proposal costs to the proposed cost of the task.
- c. The Contractor shall report any need for repairs within this category to the PO, CO or his/her designee(s), but shall not initiate such work until directed to so do by the CO or his/her designee(s). The Contractor shall furnish the PO with an itemized written estimate of the labor hours and the cost of parts and materials which may be required to complete any repair in this category.
- d. When authorized to perform a repair within this category, the Contractor shall ensure that each person involved in the repair signs in and out on a log established for that purpose by the PO, CO or his/her designee(s).
- e. All orders for repair work within this category will be placed or confirmed as shown below:

Repairs greater than \$1,500 will be confirmed on a written Order for Supplies or Services. The order will describe the service to be provided and will establish the maximum number of hours and amount of material costs for which the Contractor will be compensated. The ceilings specified in the order shall not be exceeded without the approval of the CO or his/her designee(s), and a modification to the order, with the same requirements as listed above in paragraph (a) for the issuance of the order.

- 3. The Contractor shall not be required to make repairs made necessary by reason of negligence or misuse of the equipment under this contract by persons other than the Contractor, his/her representatives and employees, or by reason of an other cause beyond the control of the Contractor, except ordinary wear and tear. This is commonly referred to as tenant damage or vandalism. Repairs under this paragraph are reimbursable repairs and will be performed as listed in paragraphs a. and b. above.

8.5 Specialized Services: The incumbent is required to provide only experienced and certified personnel and is furthermore encouraged to utilize outside contractors to carry out specialized servicing and inspections in areas where independence or expertise is deemed critical.

8.6 Equipment Replacement Standards: Substandard equipment components shall not be used or modifications made to the building systems unless approved by PO, CO or his/her designee(s).

8.7 Water Treatment Program:

- a. The Contractor shall provide all equipment, chemicals, filters and services required to control corrosion, scale, algae, bacteria, and slime in all heating and air-conditioning equipment and systems throughout the facility(s).
- b. The Contractor shall submit for review a report to the PO, CO or his/her designee(s) on the initial water analysis and prescribed water treatment program within 15 calendar days of the start of the contract. The Contractor shall also submit supplemental reports subsequent to any analyses or changes required in the treatment program.**
- c. The PO, CO or his/her designee(s) reserve the right to review the amount and type of chemicals being used to verify proper treatment is being accomplished.
- d. The Contractor warrants that the chemicals employed in the water treatment program, when used in accordance with the manufacturer's instructions will not endanger the health or safety of persons coming into contact with the materials and will not harm personnel or damage real property.

C.9 SPECIFIC WORK REQUIREMENTS

9.1 PROVISIONS:

- a. Unless otherwise specified below, operation and maintenance of all mechanical and electrical systems as required herein shall be regarded as basic contract services.
- b. If for any reason, the Contractor cannot perform the specified services below, the Government reserves the right to have the services performed by other than the Contractor and by doing so does not breach or otherwise violate the contract. The Government may have services completed at the Contractor's expense, and adjustments will be made on the Contractor's billings up to an amount equal to or less than the maximum, expenditure limit.
- c. Unless otherwise specified below, Excellent Performance Bonuses and Poor Performance Deductions will be administered quarterly as follows:
 - (1) Excellent Performance Bonus (Routine/Non-Critical):

The Contractor shall refer to Section G. Excellent Performance Bonus Payment Provisions and Section G. Excellent Performance Bonus Acknowledgment for provisions applicable to the specific work requirements described under this Section of the contract.

The Contractor's billings will be adjusted for Excellent Performance for routine/non-critical services. Bonuses given by the Government for Excellent Performance are located in the attached Performance Work Summary.
 - (2) Poor Performance Deduction (Routine/Non-Critical):

The Contractor shall refer to Section G. Poor Performance Deduction Payment Provisions and Section G. Poor Performance Deduction Acknowledgment for provisions applicable to the specific work requirements described under this Section of the contract.

The Contractor's billings will be adjusted for Poor Performance for routine/non-critical services. Deductions taken by the Government for Poor Performance are located in the attached Performance Work Summary.

- (3) Performance Bonuses/Deductions (Critical, Urgency, Emergency):
See Award Term Plan

9.2 GENERAL MAINTENANCE:

- a. At least once during the first year 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 PO.
- b. The Contractor shall perform all work with minimum interference to the Government operation and personnel. The Contractor shall schedule with the PO, 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 using a NRC Building Permit. All outages required after Government's Regular Work Hours and affecting Government operations, shall be approved by the PO 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. The Contractor shall replace all furniture to its original position after completing all repair or maintenance services 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.
- c. 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 readily available sources to supply parts, materials, and supplies to ensure uninterrupted operation of the buildings. The Contractor shall also have a vehicle on site to allow the pickup of parts, materials, and supplies to ensure uninterrupted operation of the buildings.
- d. The quarterly maintenance and repair work load will be calculated by the number of daily or weekly reports due, number of and classification type of repairs required, the total quarterly repair orders plus condition of all mechanical rooms; shops and storerooms and the status of equipment identification for all equipment and systems.

9.3 PREVENTIVE MAINTENANCE:

- a. All preventive maintenance on critical equipment shall be performed only by journeyman level qualified personnel who are fully knowledgeable and experienced in inspecting, testing, and maintaining buildings similar to NRC Headquarters and have a minimum of three years of field experience. Testing work on high and low voltage electrical power distribution systems shall be performed only by Master level electricians, accredited as certified by the National Electrical Testing Association or equivalent testing organizations or licensed by State officials approved by the PO, and have a minimum of three years of field experience. The journeyman 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 up to \$1,500 per PM. Any costs above \$1,500 per PM will be borne by the Government as a Reimbursable Work Request. The Contractor shall notify the Government one month prior to scheduled PM work over the \$1,500 threshold with the appropriate requests and estimate(s). It is estimated that 50 percent of preventive maintenance must be completed after hours (after 6:00 p.m.) and equipment back in services by 5:00 a.m. (Monday - Friday), or at a reasonable time as agreed to by the PO.

b. Performance Requirement:

The Contractor shall submit to the PO 60 calendar days after contract operations takeover a schedule of the basic services preventive maintenance to be completed during the following year. The Contractor shall perform preventive maintenance services for each piece of equipment and system listed in the Equipment Inventory List. 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" using the more stringent of the two. The Contractor shall provide 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.

c. The Contractor shall use an automated computer system accessible to the Government during the contract period, with copy, read and print access only which contains relevant historical information, inventory listings, to provide the monthly / quarterly electronic report status of complete and incomplete preventive maintenance, and other electronic reports needed to support the Contractor's Preventive Maintenance Plan. The Contractor shall provide the Government, at contract expiration, with software, licenses and data used for the Contractor's automated system to include the preventive maintenance program. See Notifications and Reports Section C.6.4.m.1.

d. The Contractor shall inspect all fired and unfired pressure vessels (tanks) annually. The Contractor shall post the completed inspection certificate or other form approved by the PO on or near the fired and unfired pressure vessels. The Contractor shall, subject to the dollar thresholds specified herein, correct all deficiencies identified during preventive maintenance inspections.

e. The quarterly preventive maintenance work load will be calculated by the number of quarterly preventive maintenance items. Schedule of monthly / quarterly preventive maintenance items is provided by the Contractor.

9.4 REPAIRS THAT DO NOT EXCEED \$1,500:

a. 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 equipment, architectural and structural components. This does not include equipment and systems design changes, modifications, or upgrades.

- b. 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, the Government's quality assurance surveillance activities, and through FIXIT requests. The Contractor shall be responsible for the first \$1,500 for the cost of any repair. For those repairs where the cost is above \$1,500, the Government shall be responsible for reimbursing the Contractor for the cost in excess of the first \$1,500 (Refer to Section C.8.4). Should the decision be made to replace equipment in lieu of repair, the Contractor shall be responsible for the first \$1,500 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 PO.
- c. The total quarterly maintenance and repair work load will be calculated by the number of and classification type of repairs required. Total quarterly FIXIT trouble calls less duplicate requests less recall requests for work not completed less requests that are outside the scope of the contract (for example cleanit request, elevator problems, kitchenette equipment repair request, etc) equals the total quarterly workload.

9.5 REPAIRS EXCEEDING \$1,500:

- a. The Government reserves the right to have any repair exceeding \$1,500 performed by other than the Contractor and by so doing does not breach or otherwise violate the contract. For those repair costs above \$1,500 that will be reimbursed by the Government under the reimbursable services portion of this contract, the Government reserves the right to furnish any or all parts, materials and/or supplies to the Contractor as Government furnished property. In the event the Government 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.
- b. 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, Government'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 \$1,500. The Contractor shall submit the proposal to both the CO and the PO within 24 hours after determining that a repair exceeding \$1,500 is required within a time frame agreed upon between the PO and the Contractor.
- c. 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 (\$1,500 or under), determines that the cost shall exceed the \$1,500 repair limit, the Contractor shall first obtain PO approval for work under \$2,500 and CO approval for over \$2,500 before continuing such repair work. If the Contractor proceeds without having first obtained approval, the Government shall not be liable for reimbursement to the Contractor for the amounts in excess of \$1,500. The Contractor shall be responsible for the first \$1,500 for the cost of any repairs in this category under the fixed price basic services portion of this contract. Costs for repairs above

\$1,500 will be reimbursed by the Government under the reimbursable services portion of this contract (refer to Section C.8.4). 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 \$1,500 within the time specified on the Work Order issued by the PO/CO, or as mutually agreed to between the Contractor and the PO/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.

- d. The total quarterly maintenance and repair work load will be calculated by the number of and classification type of repairs required. Total quarterly FIXIT trouble calls less duplicate requests less recall requests for work not completed less requests that are outside the scope of the contract (for example cleanit request, elevator problems, kitchenette equipment repair request, etc) equal the total quarterly workload.

9.6 WATER TREATMENT:

- a. All water treatment services as required herein shall be regarded as basic contract services. The Contractor shall refer to the Material Safety Data Sheets Section in performance of the Water Treatment services under this contract.

b. Performance Requirements:

The Contractor shall perform water sample analyses for all the NRC Headquarters 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, algae, bacteria and slime in all the NRC Headquarters 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. The Contractor shall provide a qualified chemist to test and analyze each water sample. The Contractor shall provide the following information to the PO:

- Complete name, address and telephone number of the certified chemist who shall be conducting the water analysis,
- Identification of system from which sample was taken, and,
- Date and time water sample was taken.

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

(1) Initial Water Analysis and Treatment:

The Contractor shall conduct an Initial Water Analysis for each piece of equipment and system within the first 15 calendar days after the effective date of the contract. The Contractor shall provide the PO with proposed Water Treatment Plan, within 20 business days after the effective date of the contract, which includes, as a minimum, the following:

- a. Treatment(s) specifically formulated for each type of system according to the recommendations of a qualified chemist.

Section C

- b. 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.
- c. A corrosion control program which shall consist of using suitable inhibitors and PH control.
- d. 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.
- e. Manufacturer's name, address, and hot-line telephone number of each chemical to be used in the treatment (MSDS sheets).
- f. Active ingredients and concentration of each chemical to be used in the treatment.
- g. Proposed feed rate of the chemical treatment to the system.
- h. Residual of treatment to be maintained in the system.
- i. Test method for determination of chemical treatment residual.
- j. A warranty 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 PO. The Contractor shall submit to the PO, 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 included in the monthly report due on the 5th of each month.

2. Monthly Water Analysis and Treatment:

The Contractor shall conduct monthly water analyses, after completion of the initial water analyses treatment described in Section C.9.6.b.(1) 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 PO. 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 PO in the monthly report, 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.

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.

9.7 ARCHITECTURAL AND STRUCTURAL MAINTENANCE/REPAIRS SERVICES:

a. Architectural and structural maintenance services required herein shall be regarded as basic contract services. Critical components are defined as all architectural and structural elements that are essential for operation of the buildings without disruptions in services, and are required to ensure a healthy and safe working environment for building occupants.

b. 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 NRC Headquarters buildings to include the following components:

- (1) exterior and interior walls, ceramic tile, grout, granite and marble panels
- (2) roofing, soffits and flashing
- (3) ventilators, (and other items that pierce the wall or roof)
- (4) windows, sky lights, atriums, transoms, doors (including automatic sliding doors), hardware, and mechanical room dividers
- (5) sidewalks, steps and handrails, driveways, speed bumps, roads, curbing, parking areas, patios, fencing and exterior stairways (including painting of curbs and parking strips)
- (6) concrete floors, carpeting, resilient tile, ceramic tile, granite, terrazzo and all stone flooring
- (7) interior stairways and handrails
- (8) ceilings and ceiling tile and gypsum wallboard ceilings
- (9) Venetian and vertical blinds shades and curtains
- (10) restroom fixtures, including lighting fixtures and counter tops
- (11) mirrors
- (12) elevator shafts
- (13) flagpoles stabilizers and flag hardware
- (14) OWFN and TWFN external signs and fixtures (excluding the TWFN business sign)
- (15) other internal and external hardware and structural steel components
- (16) day care playground equipment and structures
- (17) above-ground glass structure connecting the NRC Headquarters buildings
- (18) wall repair patching and painting (includes touch-up painting)
- (19) caulking or re-grouting of all joints and seams

c. Acceptable Performance Level:

The Contractor shall perform all required scheduled and unscheduled Architectural and Structural Repair and Maintenance to NRC Headquarters 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 and buildings 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 patch work, touch-up painting and/or operational checks. 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 as close as possible and as agreed to by the PO. 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. The monthly architectural and structural maintenance and repair work load will be calculated by the number of and classification type of repairs required and time to completion for each scheduled work and total monthly Fixit trouble calls less duplicate requests less recall requests for work not completed less requests that are outside the scope of the contract, for example cleanit request, elevator problems, floor kitchen equipment repair request, etc will be used as part of the total workload.

9.8 PARKING GARAGE MANAGEMENT SERVICES:

- a. 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 Government 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 Government does not obligate federal funds for parking facilities management services, the Government's payment to the Contractor for the parking services rendered shall be obtained by monies collected by the Contractor for all parking permits.
- b. Operation/Management Procedures and Performance Requirements:
The Contractor shall operate and manage the 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 vehicles only 6:00 AM to 6:00 PM Monday through Friday (except Government holidays). Authorized vehicles include those with current monthly permits, visitors, and other 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 between 6:00am to 6:00pm.
- c. Payment/Reimbursement Procedures:
The Contractor shall comply with the payment and reimbursement procedures set forth in the "White Flint North Parking Procedures" (www.internal.nrc.gov).
- d. Acceptable Performance Level:

The Contractor shall perform all required Parking Management Services for the NRC Headquarters buildings.

- e. Minimum Acceptable Standard:
No more than 15 deficiencies per quarter.
- f. Surveillance Plan:
Random inspections, customer complaints through e-mails and telephone conversations.

9.9 SERVICE REQUESTS:

- a. The Contractor shall refer to Sections C.6.4.j and C.6.4.k for their responsibilities in performing its daily survey of the operation of the NRC Headquarters 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 Government computer system used to report service calls from building occupants to the Contractor. 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.

- b. Types of FIXIT Service Requests:

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

- (1) 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 judgment of the CO or PO, constitute an immediate danger to the health and safety of building occupants or the general public. There will be instances where emergency service will be requested through email or telephone but will be followed up with a FIXIT request. 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; overflowing toilet; electrical power outages; electrical problems which have the potential to cause fire or shock; building damage caused by terrorist attacks; national emergencies.

- Performance Requirement:

In the instance where the CO or PO shall designate a FIXIT, e-mail or telephone communications 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 one 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 the Government, 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 the Contractor's vehicle for local pickup, 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 Facility Manager shall be designated as a "Facilities Technical Advisor" in accordance with the *Occupant Emergency Plan* (to be provided at the Bidder's Library / Question and Answer (Q&A) Sessions for Individual Offerors and at time of award). Upon the PO's notification of a total building emergency to the Contractor, the Facility Manager 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 as directed by the PO. For fire alarm event, the Command Center shall be set up by the PO on the first floor lobby of 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. For all other events, the PO will notify the FM the location of the Command Center. The PO shall provide technical direction to the FM to coordinate that Damage Control Team's assistance throughout the emergency. 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. Within 24 hours following each building emergency or false alarm, the Contractor shall submit to the PO a report detailing the facts of the emergency, actions taken, problems identified, and any lessons learned with corrective actions to be taken.

OCCUPANCY EMERGENCY PLAN:

The Contractor shall ensure that all of the Contractor's employees are familiar with NRC Headquarters *Occupancy Emergency Plan* (to be provided at the Bidder's Library / Question and Answer (Q&A) Sessions for Individual Offerors and at time of award). 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 business days after completion of each training session, to certify that training of all its employees has been successfully completed. On an annual basis, the PO shall schedule orientation sessions with the Government 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 evacuation monitors and shall conduct tours of the NRC Headquarters buildings for the purpose of demonstrating the fire protection system.

(2) 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 pose or may cause a major disruption of vital services or impact the missions of the tenant agencies. Examples of urgent calls include, but are not limited to, inoperative electrical circuits, flush valve stuck open, failed refrigeration in a cafeteria, security door not closing, failed A/C units in critical service areas.

Performance Requirement:

The Contractor shall arrive at the site and correct the problem within two 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 the Government to be beyond the fault or control of the Contractor, the Contractor shall enter a request for extension in the FIXIT system and the PO and Contractor shall mutually agree upon a new completion schedule. Any material not on-hand needed to resolve the problem shall be obtained expeditiously via the Contractor's vehicle for local pickup, 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.

(3) 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 (inconvenience but otherwise does not affect usual service).

Performance Requirement:

The Contractor shall respond promptly after receipt of a Routine Call, and complete the work within 48 hours. If, however, the work cannot be completed within 48 hours due entirely to circumstances beyond the fault or control of the Contractor, the Contractor shall enter a request for extension in the FIXIT system and the PO and Contractor 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. Reporting Requirements for FIXIT Service Requests:

The contractor is required to closeout each service request daily (as completed) 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. Closeout of FIXIT service request where the work has not been completed is unacceptable. The Contractor's service personnel must assure that the requested repair or service is completed. If there are questions to the nature or location of the requested repair or service the Contractor is to contact the requestor in person, by telephone or email and verify the information so the requested repair or service can be completed. If the time to complete the request is longer

than the time allotted by the classification of request and due to incorrect or incomplete information provided by the requestor, the Contractor should request an extension through the FIXIT system. Specific procedures for operating and completing the FIXIT system will be provided directly by the PO to the TS and FM.

- d. The total quarterly service request work load will be calculated by the number of and classification type of repairs required. The total quarterly FIXIT trouble calls received during the subject quarter, plus incomplete FIXITs from previous quarters, less duplicate requests, less recall requests for work not completed, less requests that are outside the scope of the contract (for example cleanit request, elevator problems, floor kitchen equipment repair request, etc) equal the total quarterly workload.

9.10 PLAN OF THE DAY (POD) REPORT:

The Contractor shall provide a typed "Plan of the Day Agenda Report" to the PO on or before noon each workday per Notifications and Reports Section C.6.4.t. This report shall provide a full description of the next business days 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
- g. Daily equipment tour inspections
- h. All key personnel absenteeism (can be provided via e-mail)

9.11 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.

a. General:

Upon receipt of a work order from the PO, CO, or authorized individual (see Section G.) 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 (STANDARD METHODS OF MEASUREMENTS FOR PAINTING). The Contractor shall manage resources so that the performance of Reimbursable Contract Services shall not adversely 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.

b. Pricing for Reimbursable Contract Services:

Non-UPA Reimbursable Work Orders - For work orders, the Contractor shall use those labor rates set forth under Section B. of the contract when Contractor personnel will be utilized. The total cost of work orders shall consist of actual labor and 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 will negotiate fixed price type work orders issued under the Reimbursable Contract Services.

c. 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 business day or additional business days not envisioned under the contract as now written, or services of a magnitude greater than that envisioned under the contract herein.
- (2) Repairs exceeding \$1,500 (direct cost) to the Contractor in accordance with Section C.8.4 of this Section.
- (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.6.6.
 - (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.

d. Work Orders That Do Not Exceed \$2,500:

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

e. 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), 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 submit price quotations from a minimum of three firms to the CO (exceptions may be granted by the CO).

- (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 performance work statement, including room numbers, where applicable, the starting and completion dates, as well as include the applicable hourly labor rate and negotiated other direct costs. 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 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 may 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.

[End of Statement of Work]

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

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

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

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

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-10	INSPECTION OF FACILITIES	APR 1984

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

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

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

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

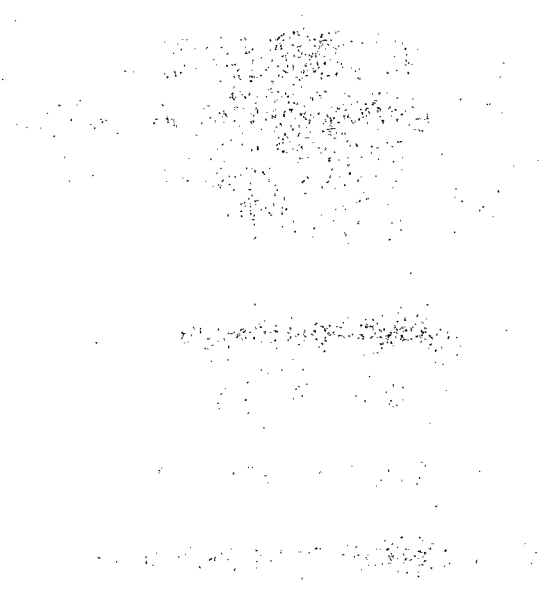
NUMBER	TITLE	DATE
52.242-16	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER--FACILITIES	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 DELIVERY SCHEDULE

See Section B

F.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on the effective date of the contract for a Phase-In period of one month plus a base period of 1 year. The term of this contract may be extended at the option of the Government for an additional 2 option periods and 2 award term periods.



NRC-10-06-430 **Section F**
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)

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

Name: Steven Griffin
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
T-7-D33, MS T-7-D24
Rockville, MD 20852
Telephone Number: 301-415-6686 smg1@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

G.2 PAYMENT BONUSES FOR EXCELLENT 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 the minimum staff-hour requirements. Accomplishing the specifications of the contract in an exceptional manner, justifies monetary performance bonuses to the Contractor.

2. The Contractor shall refer to the Performance Work Summary Attachment to determine quarterly monetary bonuses for excellent performance of work under this contract. The Contractor shall provide the PO with their quarterly workload estimates for each category that bonuses may apply by the 5th work day of the month following the applicable quarter. The Contractor shall also provide the PO with their quarterly work completion percentages for each category, as applicable. The PO and the Contractor will compare workload estimates and if a consensus cannot be agreed upon the CO will make a unilateral decision on this issue.
3. Assessment of Excellent Performance Bonuses:
 - a. The NRC Project Officer and/or Project Officer Alternates will notify the Contractor of proposed quarterly bonuses through performance letters sent to the Contractor.
 - b. The Contractor may provide written acceptance or dispute/rebuttal to each proposed bonus within three (3) working days from receipt of the proposed quarterly bonus notification.
 - c. The NRC will review the Contractor correspondence to determine if a quarterly bonus should be granted.
 - d. The Contracting Officer will notify the Contractor in writing no later than 15 working days following the quarter for which bonuses have been granted, informing the Contractor of the total quarterly bonuses given for the associated period.
 - e. Total quarterly bonuses will be added to the Contractor's monthly invoice that immediately follows the applicable quarter.

[End of Clause]

G.3 PAYMENT DEDUCTIONS FOR NONPERFORMANCE OR UNSATISFACTORY PERFORMANCE

1. The major objective of the Government is to obtain complete and satisfactory performance in accordance with the terms of the contract. To comply, the Contractor shall complete his performance of each job, meeting the quality of work and the minimum staff-hour requirements. Failure to accomplish the specifications of the contract justifies monetary performance deductions to the Contractor.
2. The Contractor shall refer to the Performance Work Summary Attachment to determine quarterly monetary deductions for nonperformance of work under this contract, or deficiencies in the work performed, or for failure to respond to requests for service, or to meet any other requirements of contractual specification. The Contractor shall provide the Government with their quarterly workload estimates for each category that deductions may apply by the 5th work day of the month following the applicable quarter. The Contractor shall also provide the PO with their quarterly work completion percentages for each category, as applicable. The PO and the Contractor will compare workload estimates and if a consensus cannot be agreed upon the CO will make a unilateral decision on this issue.

3. Assessment of Nonperformance Deductions:

- a. The NRC Project Officer and/or Project Officer Alternates will notify the Contractor of proposed quarterly deductions through performance letters sent to the Contractor.
- b. The Contractor may provide written acceptance or dispute/rebuttal to each proposed deduction within three (3) working days from receipt of the proposed quarterly deduction notification.
- c. The NRC will review the Contractor correspondence to determine if a deduction should be assessed.
- d. The Contracting Officer will notify the Contractor in writing no later than 15 working days following the quarter for which deductions have been assessed, informing the Contractor of the total quarterly deductions taken for the associated period.
- e. Total quarterly deductions will be taken from the Contractor's monthly invoice that immediately follows the applicable quarter.

[End of Clause]

G.4 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

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

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

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

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-1-2
Washington, DC 20555-0001

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

NRC-10-06-430

Section F

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

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

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

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

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register

separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 Badge Requirements for Unescorted Building Access to NRC Facilities (March 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. *All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at*

http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

H.3 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

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

H.4 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (March 2006)

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. 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.

A contractor employee shall not have access to NRC facilities until he/she is approved by the Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by the General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

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 for a period of 180 days or more shall be required to complete and submit*

to the contractor representative an acceptable *OPM Form 85P (Questionnaire for Public Trust Positions)*, and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the *OPM Form 85P*. 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 SB/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 SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

(End of Clause)

H.5 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (FEB 2004)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

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.

SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved

based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten workday period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3 which is incorporated into this contract by reference as though fully set forth herein. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E. O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten workday period may be a basis to void the notice of selection. In that event, the Government may select another firm for award. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC SB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall

assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on SB review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3 and E.O. 12968.

In accordance with NRCAR 2052.204.70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will immediately contact the SB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation via email to the SB/DFS. Additionally, SB/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

H.6 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any

payment under the policy."

H.7 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 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.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

H.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. See Section J
- 2.
- 3.

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-04-413.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.9 SEAT BELTS

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

H.10 Annual and Final Contractor Performance Evaluations

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

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

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.11 Compensation for On-Site Contractor Personnel (Alternate 1)

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

N/A

c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.12 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.13 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 1-151 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)

H.14 Safety of On-Site Contractor Personnel

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

H.15 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by

the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

H.16 COLLECTIVE BARGAINING AGREEMENT

1. The contractor shall provide the Contracting Officer with copies of any Collective Bargaining Agreements (CBA), 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 CBAs, 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 CBA, any amendments thereto, and the current "cents per hour" equivalency cost for each fringe benefit included in the CBA, including any prospective increase in same.

[End of Clause]

H.17 PARTNERING

In order to most effectively complete this contract, the Government proposes the formation of a "Partnering" relationship with the Contractor (and hopefully, by the Contractor with its subcontractors). This relationship will draw on the strengths of each party in an effort to achieve a quality project, done right the first time, within budget, and on schedule. This "Partnering" relationship will be bilateral, and participation will be totally voluntary. Any costs associated with this "Partnering" arrangement will be absorbed by each party with no change in contract price. It is anticipated that the awardee (with the participation of its subcontractors) and the Government will initiate the process of implementing this clause shortly after contract award and prior to the end of the contract Phase-In period. See Attachment 2.

H.18 Whistleblower Protection for NRC Contractor and Subcontractor Employees

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

b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their

employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

(End of Clause)

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE OF FIRM FIXED PRICE CONTRACT**

This is a Firm Fixed Price (FFP) type contract.

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE I (OCT 1995)	Jan 1997
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997

52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-14	ALLOWABLE COST AND PAYMENT-FACILITIES USE	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-17	LABOR STANDARDS FOR CONSTRUCTION WORK - FACILITIES CONTRACTS	FEB 1988
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL 2005
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-9	REFUND OF ROYALTIES	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002

52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004
52.245-8	LIABILITY FOR THE FACILITIES	JAN 1997
52.245-9	USE AND CHARGES	AUG 2005
52.245-11	GOVERNMENT PROPERTY (FACILITIES USE)	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-13	FAILURE TO PERFORM	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 (plus the 6 months allowed under FAR 52.217-8).

I.5 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

- (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
- (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
- (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
- (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services; perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA).

As prescribed in 22.1006(d) and 22.1012-3(d)(1), insert the following clause:

SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the contractor shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Urban Meridian Joint Venture and the International Union of Operating Engineers Local 99, 99-A, 99-C, 99-O (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the contract, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

I.7 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>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NUMBER</u>	<u>TITLE</u>
1	Award Term Plan
2	Partnering Agreement
3	Department of Labor Wage Determination
4	Performance Work Summary
5	Applicable Regulations, Codes, Standards and Forms
6	Government Furnished Property, Equipment and Utilities
7	International Union of Operating Engineers Local 99, 99-A, 99-C, 99-O current Collective Bargaining Agreement with Urban Meridian Joint Venture
8	NRC Form 187 (Contract Security and/or Classification Requirements)
9	NRC Parking Procedures

ATTACHMENT 1

AWARD TERM EVALUATION PLAN

1. Introduction

- 1.1. The purpose of this Award Term Plan is to describe the process by which Contractor performance of this contract will be evaluated. The intent is to define a process, consistent and effective, resulting in equitable appraisals of Contractor performance and award term determinations.
- 1.2. Contractor performance will be evaluated by the Project Officer (PO). The PO will perform the evaluation and make a recommendation to the Contracting Officer that identifies if the Contractor is eligible for award term. All decisions regarding award term eligibility including, but not limited to the methodology used to determine Contractor eligibility, and the nature and success of the Contractor's performance are final and shall not be subject to the Disputes Clause.
- 1.3. Evaluations will be conducted quarterly during the Base Year, Option I and Option II, excluding the contract phase-in period. Award terms and the evaluations are dependent upon the exercise of option years. The Contractor's performance during the award term evaluation period will be the basis for awarding the Contractor additional award terms.
- 1.4. Any award term will be provided to the Contractor through unilateral contract modifications based upon eligibility as determined by the PO.

2. Award Term Evaluation Process

- 2.1. Award Term Eligibility. For each quarterly evaluation period, an overall rating will be established, as defined below, to determine the Contractor's eligibility for award term. In order to be eligible to receive 12-month Award Term #1, the Contractor must receive a rating of "Eligible" at least six of the first eight quarterly ratings, excluding the Phase-In Period. In order to be eligible to receive 12-month Award Term #2, the Contractor must receive a rating of "Eligible" at least ten of the first twelve quarterly ratings, excluding the Phase-In Period. The PO will rate the Contractor's performance and assign the overall rating based on a combination of two criteria:
 - The aggregate weighted average quarterly score for critical, urgent and emergency service items (see Performance Work Summary Attachment);
 - The net dollar amount of service performance bonuses and deductions for the quarter (see Performance Work Summary Attachment).

<u>2.2. Rating</u>	<u>Definition</u>
Eligible	<p>The aggregate weighted average quarterly score for critical, urgent and emergency service items is $\geq 90\%$; AND</p> <p>The net dollar amount of service performance bonuses - deductions for the quarter \geq \$0.</p>
Ineligible	<p>The aggregate weighted average quarterly score for critical, urgent and emergency service items is $< 90\%$; AND/OR</p> <p>The net dollar amount of service performance bonuses - deductions for the quarter $<$ \$0.</p>

2.3. The evaluation of the Contractor's performance will be based on the information provided and used for the quarterly evaluation (see Contractor and PO responsibilities for providing/comparing quarterly workload estimates and completion percentages in contract sections G.2 and G.3).

3. The Government and the Contractor may recommend changes to the Award-Term Plan at any time during performance of the contract. Recommended changes from the Contractor shall be in writing to the Contracting Officer. If the Contractor and the Government agree to change the plan, the changes will be incorporated into the contract through a bilateral modification. If a mutual agreement cannot be reached, the original Award-Term Plan will remain in effect.

4. Ineligible Performance

4.1. If the Contractor has failed to earn an award term by the end of Option Year #1 of the contract, the Contracting Officer may declare that the award term incentive of this contract is void for the remaining period of performance of this contract.

4.2. If, during performance of Award Term #1 the Contractor fails to earn "Eligible" quarterly ratings during the first two quarterly reviews, the Contracting Officer may declare that Award Term #2 of this contract, although earned, is void.

4.3. The voiding of the award term incentive shall not be considered either a Termination for Convenience or Termination for Default, and shall not entitle the Contractor to any equitable adjustment or any other compensation under these clauses. Notwithstanding, the Government retains the right to terminate this contract for convenience or default in accordance with the clauses set forth in Section I.

5. Miscellaneous

Notwithstanding any other provisions in the Award Term Evaluation Plan, the Contractor's right to an Award Term remains contingent upon (a) a continuing need for the services and (b) the availability of funds. The Government's not ordering award term services for lack of either (a) or (b) above does not constitute a termination or a basis for invocation of the Disputes clause.

ATTACHMENT 2

PARTNERING AGREEMENT
BETWEEN
THE NUCLEAR REGULATORY COMMISSION
AND
WW CONTRACTORS, INC.
FOR THE NRC HEADQUARTERS OPERATIONS AND MAINTENANCE (O&M)
CONTRACT

DEFINITION:

Partnering is the creation of a relationship that promotes achievement of mutually beneficial goals through a positive, disputes-prevention atmosphere during the period of performance of the NRC Headquarters Operations and Maintenance contract.

ASSUMPTIONS:

Partners build confidence in each other and invest effort in establishing measures of mutual accountability within the relationship through proactive communication. They demonstrate the commitment to resolve disputes. The partners expect excellent performance from each other and give it, thereby developing synergy. Partnering uses team-building activities to help define common goals, improve communication, and foster a problem-solving attitude among individuals at NRC and (Contractor) who must work together throughout the period of performance of the Operations and Maintenance contract.

GOALS:

The dual goals of this partnering agreement are to share the risks involved in achieving maximum success (a quality project, on time completion of tasks, within budget) and to establish, promote, and nurture a partnership environment by adopting a cooperative team-based approach.

ACTIONS:

In order to most effectively administer this contract, NRC is encouraging the formation of a cohesive partnership with (Contractor) and its subcontractors. The agreement is bilateral in makeup, and participation is voluntary. This partnership will draw on the strengths of each organization to achieve a quality project done right the first time, within budget, and on schedule. Any cost associated with affecting this partnership will be agreed to by both parties and will be shared equally.

MISSION STATEMENT:

The partnering agreement for administering the NRC Headquarters Operations and Maintenance award is a joint commitment to work cooperatively and in harmony and to communicate openly in an atmosphere of confidence and trust. NRC and (Contractor) will work as a team to build action plans, to break down communication barriers, to resolve disputes at the lowest possible level, to streamline the paperwork process, and to build a team spirit to achieve maximum success for all.

IMPLEMENTATION PLAN:

The following four issues are central to the successful implementation of this partnering agreement. These four issues are global and cross-cutting, impacting all areas which are a part of the O&M contract. The partnering agreement provides the framework for development and documentation of specific issues that will be handled subsequently in a series of appendices. These specific issues will be addressed throughout the course of the performance of the contract, thus ensuring that partnering agreement keeps pace with program changes.

Basic Services and Establishing, Negotiating and Executing Work Orders

The NRC O&M contract is a combination firm fixed price, work order, and award term contract. For all basic services, the Contractor will endeavor to regularly meet or exceed identified service level requirements. For each identified work order, NRC and (Contractor) will function as a team to identify, develop, and negotiate all work to be performed, as reflected in a Statement of Work. Associated prices will be negotiated with each Work Order, ensuring all costs are fair and reasonable to accomplish the work. The acceptance of an NRC and (Contractor) negotiated Work Order becomes the premise for acceptance and authorization for execution.

Primary concerns throughout the performance of the contract are:

- The allocation of (Contractor) staff necessary to meet both the stated basic work requirements and work orders in terms of timeliness, quality and cost on a regular basis;
- The appropriate use of subcontractors to meet the stated work requirements;
- The initiation of joint efforts to identify methods to minimize costs to the NRC for meeting O&M contract performance requirements, without jeopardizing timeliness and quality of support;
- The focus on timeliness of all work performed by both organizations;
- The commitment to work as a team to meet established milestones essential to the success of the program.

Alternative Disputes Resolution

The minimization of disputes is essential to meet the established goals of this partnering agreement. NRC and (Contractor) will use proactive measures to prevent disputes from

occurring. However, should any disputes arise, every effort will be made to resolve them at the lowest possible level. The initial approach to disputes resolution will be informal but adhere to an established protocol. Should a formal dispute resolution be required, the same protocol will apply.

Lines of Communication

Free and open communication is the key element in fostering a cooperative environment, thus ensuring the success of the program. NRC and (Contractor) will use the method of communication, be it written or verbal, most applicable to the circumstance, or as specified in the statement of work. Appropriate lines of communication must be established and adhered to by all individuals at NRC and (Contractor).

INSERT PREFERRED METHOD(S) OF COMMUNICATION AND AFFECTED INDIVIDUALS HERE

Program Improvements

Program improvements identified by NRC and/or (Contractor) will be developed, approved, disseminated, and implemented in a manner that promotes the dual goals of the partnering agreement. Program improvements must take into consideration the various forms of customer and supplier relationships. Performance measures based on pre-determined standards will be used to track improvements (Performance Work Summary Attachment).

We, the undersigned, agree to the basic concepts and principles described in this partnering agreement. The signing of this agreement also assures concurrence with any new issues identified in any appendices to this document.

Project Officer Nuclear Regulatory Commission	Date
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Alternate Project Officer Nuclear Regulatory Commission	Date
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Alternate Project Officer Nuclear Regulatory Commission	Date
------------------------------------------------------------	------

Facilities Branch Chief Nuclear Regulatory Commission	Date
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Director, Division of Facilities & Security Nuclear Regulatory Commission	Date
------------------------------------------------------------------------------	------

Contracting Officer Nuclear Regulatory Commission	Date
------------------------------------------------------	------

Contracts Branch Chief Nuclear Regulatory Commission	Date
---------------------------------------------------------	------

Facility Manager WW Contractors, Inc.	Date
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Technical Manager (Supervisor) WW Contractors, Inc.	Date
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President WW Contractors, Inc.	Date
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**ATTACHMENT 4
PERFORMANCE WORK SUMMARY**

Task / Deliverable	Performance Requirement	Acceptable Performance Level	Surveillance Plan	Minimum Acceptable Standard	Bonuses/Deductions
Preventative maintenance	Maintain equipment, meeting manufacturer or GSA guide card standards	Perform preventative maintenance on equipment within specified periods	Random and scheduled inspections	85% of the quarterly workload completed by the end of the applicable week, month or calendar year; or as agreed to by the PO (and so on as applicable per manufacturer or GSA standards)	100% +\$4,000 96-99% +\$3,000 85-95% +/- \$0 80-84% -\$3,000 75-79% -\$3,500 Additional \$500 deduction for each 5% deficiency thereafter (following pattern above, starting with 74%)
General maintenance, service requests and repairs over/under \$1,500 (routine)	Prevent breakdown of, or restore service to, equipment or systems and correct problems not considered to be urgent or emergencies	Preserve non-critical equipment in an unimpaired operating condition and perform routine repairs / service requests within specified periods	Random / joint inspections, customer complaints, FIXITs, e-mails and monthly / quarterly performance reports	85% of the quarterly workload completed within 48 hours or as agreed to by the PO	100% +\$10,000 96-99% +\$9,000 85-95% +/- \$0 80-84% -\$3,000 75-79% -\$3,500 Additional \$500 deduction for each 5% deficiency thereafter (following pattern above, starting with 74%)
General maintenance, service requests and repairs over/under \$1,500 (urgent)	Prevent breakdown of, or restore service to, equipment or systems and correct events that interrupt or otherwise adversely impact Government or scheduled operations	Preserve non-critical equipment in an unimpaired operating condition and perform urgent repairs / service requests within specified periods	Random / joint inspections, customer complaints, FIXITs, e-mails and monthly / quarterly performance reports	90% of the quarterly workload completed within 2 hours or as agreed to by the PO	Bonuses/Deductions N/A, see Award Term Plan
General maintenance, service requests and repairs over/under \$1,500 (emergency)	Prevent breakdown of, or restore service to, equipment or systems and correct failures that constitute an immediate danger to personnel or property	Preserve non-critical equipment in an unimpaired operating condition and Perform emergency repairs / service requests within specified periods	Random / joint inspections, customer complaints, FIXITs, e-mails and monthly / quarterly performance reports	90% of the quarterly workload completed within 1 hour or as agreed to by the PO	Bonuses/Deductions N/A, see Award Term Plan

Task / Deliverable	Performance Requirement	Acceptable Performance Level	Surveillance Plan	Minimum Acceptable Standard	Bonuses/Deductions
Water treatment	Control corrosion, scale, bacteria, algae and slime in the heating and air-conditioning equipment and systems	Perform required water analyses for equipment and systems within the schedule specified in the proposed Water Treatment Plan	Random inspections and independent testing by a certified chemist	85% corrected deficiencies within 24 hours or as agreed to by the PO	96-100% +\$1,500 85-95% +/- \$0 80-84% -\$1,500 75-79% -\$2,000 Additional \$500 deduction for each 5% deficiency thereafter (following pattern above, starting with 74%)
Architectural and structural repair and maintenance (non-critical)	Maintain the property so that safety, appearance or intended use of the facility is not affected and so that systems can function in accordance with design intent	Perform all required non-critical architectural and structural repair and maintenance as defined in the SOW	Random building inspections, FIXIT reports and report inspections	85% of the quarterly workload completed within 48 hours or as agreed to by the PO	96-100% +\$1,500 85-95% +/- \$0 80-84% -\$1,500 75-79% -\$2,000 Additional \$500 deduction for each 5% deficiency thereafter (following pattern above, starting with 74%)
Architectural and structural repair and maintenance (critical)	Maintain the property so that safety, appearance or intended use of the facility is not affected and so that systems can function in accordance with design intent	Perform all required critical architectural and structural repair and maintenance as defined in the SOW	Random building inspections, FIXIT reports and report inspections	90% of the quarterly workload completed within 1 hour or as agreed to by the PO	Bonuses/Deductions N/A, see Award Term Plan
Plan of the Day (POD) report	Report provides a full description of the next day's scheduled activities	Provide the POD report to the PO before noon each work day	PO and/or CO review of reports	No more than 15 quarterly deficiencies unless otherwise approved by the PO or CO	0-15 def. \$0 16-20 def. -\$500 Additional \$500 deduction for each 5th deficiency thereafter (following pattern above, starting with 21)
Phase out	90 calendar days prior to contract expiration	Complete all work required in PIPO section of SOW within specified periods	Inspection / sign off by PO / CO	Zero deficiencies	Liable for daily charges incurred for contract takeover delays (see PIPO section of SOW)

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 34
Date Of Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Pringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31

01313	- Secretary III	19.30
01314	- Secretary IV	21.45
01315	- Secretary V	23.75
01320	- Service Order Dispatcher	15.82
01341	- Stenographer I	15.15
01342	- Stenographer II	16.47
01400	- Supply Technician	21.45
01420	- Survey Worker (Interviewer)	16.43
01460	- Switchboard Operator-Receptionist	12.06
01510	- Test Examiner	17.31
01520	- Test Proctor	17.31
01531	- Travel Clerk I	11.63
01532	- Travel Clerk II	12.49
01533	- Travel Clerk III	13.41
01611	- Word Processor I	12.75
01612	- Word Processor II	15.10
01613	- Word Processor III	17.02
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	15.10
03041	- Computer Operator I	15.10
03042	- Computer Operator II	17.02
03043	- Computer Operator III	18.89
03044	- Computer Operator IV	21.09
03045	- Computer Operator V	23.35
03071	- Computer Programmer I (1)	19.64
03072	- Computer Programmer II (1)	23.33
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	27.62
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	15.10
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	22.73
05010	- Automotive Glass Installer	17.88
05040	- Automotive Worker	17.88
05070	- Electrician, Automotive	18.95
05100	- Mobile Equipment Servicer	15.69
05130	- Motor Equipment Metal Mechanic	19.98
05160	- Motor Equipment Metal Worker	17.88
05190	- Motor Vehicle Mechanic	20.07
05220	- Motor Vehicle Mechanic Helper	16.81
05250	- Motor Vehicle Upholstery Worker	17.88
05280	- Motor Vehicle Wrecker	17.98
05310	- Painter, Automotive	18.95
05340	- Radiator Repair Specialist	17.88
05370	- Tire Repairer	14.43
05400	- Transmission Repair Specialist	19.98
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	9.91
07010	- Baker	12.25
07041	- Cook I	11.53
07042	- Cook II	12.79
07070	- Dishwasher	9.76
07130	- Meat Cutter	16.07
07250	- Waiter/Waitress	8.59
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	12.55
09070	- Furniture Refinisher	18.05

09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71

15130	- Presser, Machine, Shirts	8.71
15160	- Presser, Machine, Wearing Apparel, Laundry	8.71
15190	- Sewing Machine Operator	11.73
15220	- Tailor	12.43
15250	- Washer, Machine	9.31
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	18.95
19040	- Tool and Die Maker	23.05
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	19.38
21020	- Material Coordinator	19.05
21030	- Material Expediter	19.05
21040	- Material Handling Laborer	11.50
21050	- Order Filler	13.21
21071	- Forklift Operator	16.04
21080	- Production Line Worker (Food Processing)	15.93
21100	- Shipping/Receiving Clerk	13.15
21130	- Shipping Packer	13.15
21140	- Store Worker I	9.66
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210	- Tools and Parts Attendant	16.99
21400	- Warehouse Specialist	16.04
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	22.24
23040	- Aircraft Mechanic Helper	14.71
23050	- Aircraft Quality Control Inspector	23.43
23060	- Aircraft Servicer	17.82
23070	- Aircraft Worker	18.09
23100	- Appliance Mechanic	18.95
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	24.68
23130	- Carpenter, Maintenance	18.95
23140	- Carpet Layer	17.80
23160	- Electrician, Maintenance	22.59
23181	- Electronics Technician, Maintenance I	19.42
23182	- Electronics Technician, Maintenance II	21.92
23183	- Electronics Technician, Maintenance III	23.87
23260	- Fabric Worker	16.61
23290	- Fire Alarm System Mechanic	19.98
23310	- Fire Extinguisher Repairer	15.69
23340	- Fuel Distribution System Mechanic	21.05
23370	- General Maintenance Worker	17.28
23400	- Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430	- Heavy Equipment Mechanic	19.98
23440	- Heavy Equipment Operator	20.76
23460	- Instrument Mechanic	19.98
23470	- Laborer	14.27
23500	- Locksmith	18.95
23530	- Machinery Maintenance Mechanic	20.51
23550	- Machinist, Maintenance	21.52
23580	- Maintenance Trades Helper	14.54
23640	- Millwright	21.85
23700	- Office Appliance Repairer	18.95
23740	- Painter, Aircraft	21.29
23760	- Painter, Maintenance	18.95
23790	- Pipefitter, Maintenance	22.76
23800	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	19.98
23850	- Rigger	19.98
23870	- Scale Mechanic	17.88

23890	- Sheet-Metal Worker, Maintenance	19.98
23910	- Small Engine Mechanic	20.05
23930	- Telecommunication Mechanic I	22.21
23931	- Telecommunication Mechanic II	23.41
23950	- Telephone Lineman	22.21
23960	- Welder, Combination, Maintenance	19.98
23965	- Well Driller	19.98
23970	- Woodcraft Worker	19.98
23980	- Woodworker	15.32
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15
24600	- Chore Aid	9.29
24630	- Homemaker	16.75
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	22.57
25040	- Sewage Plant Operator	19.52
25070	- Stationary Engineer	22.57
25190	- Ventilation Equipment Tender	15.24
25210	- Water Treatment Plant Operator	19.72
27000	- Protective Service Occupations	
(not set)	- Police Officer	23.19
27004	- Alarm Monitor	16.79
27006	- Corrections Officer	18.10
27010	- Court Security Officer	20.72
27040	- Detention Officer	18.29
27070	- Firefighter	20.97
27101	- Guard I	11.51
27102	- Guard II	15.16
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	19.89
28020	- Hatch Tender	19.89
28030	- Line Handler	19.89
28040	- Stevedore I	18.71
28050	- Stevedore II	21.11
29000	- Technical Occupations	
21150	- Graphic Artist	22.81
29010	- Air Traffic Control Specialist, Center (2)	32.70
29011	- Air Traffic Control Specialist, Station (2)	22.54
29012	- Air Traffic Control Specialist, Terminal (2)	24.82
29023	- Archeological Technician I	15.78
29024	- Archeological Technician II	17.58
29025	- Archeological Technician III	21.94
29030	- Cartographic Technician	23.33
29035	- Computer Based Training (CBT) Specialist/ Instructor	31.26
29040	- Civil Engineering Technician	22.19
29061	- Drafter I	14.31
29062	- Drafter II	16.57
29063	- Drafter III	18.53
29064	- Drafter IV	23.33
29081	- Engineering Technician I	17.67
29082	- Engineering Technician II	19.84
29083	- Engineering Technician III	22.54
29084	- Engineering Technician IV	27.49
29085	- Engineering Technician V	33.62
29086	- Engineering Technician VI	40.67
29090	- Environmental Technician	21.22
29100	- Flight Simulator/Instructor (Pilot)	36.95
29160	- Instructor	26.54
29210	- Laboratory Technician	18.56

29240	- Mathematical Technician	23.70
29361	- Paralegal/Legal Assistant I	20.03
29362	- Paralegal/Legal Assistant II	24.82
29363	- Paralegal/Legal Assistant III	30.35
29364	- Paralegal/Legal Assistant IV	36.73
29390	- Photooptics Technician	23.33
29480	- Technical Writer	28.55
29491	- Unexploded Ordnance (UXO) Technician I	20.78
29492	- Unexploded Ordnance (UXO) Technician II	25.14
29493	- Unexploded Ordnance (UXO) Technician III	30.13
29494	- Unexploded (UXO) Safety Escort	20.78
29495	- Unexploded (UXO) Sweep Personnel	20.78
29620	- Weather Observer, Senior (3)	21.32
29621	- Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622	- Weather Observer, Upper Air (3)	18.30
31000	- Transportation/ Mobile Equipment Operation Occupations	
31030	- Bus Driver	15.95
31260	- Parking and Lot Attendant	8.62
31290	- Shuttle Bus Driver	13.45
31300	- Taxi Driver	12.71
31361	- Truckdriver, Light Truck	13.89
31362	- Truckdriver, Medium Truck	17.09
31363	- Truckdriver, Heavy Truck	18.40
31364	- Truckdriver, Tractor-Trailer	18.40
99000	- Miscellaneous Occupations	
99020	- Animal Caretaker	10.47
99030	- Cashier	9.82
99041	- Carnival Equipment Operator	12.35
99042	- Carnival Equipment Repairer	13.30
99043	- Carnival Worker	8.31
99050	- Desk Clerk	9.78
99095	- Embalmer	19.79
99300	- Lifeguard	10.92
99310	- Mortician	24.77
99350	- Park Attendant (Aide)	13.71
99400	- Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	14.12
99500	- Recreation Specialist	16.99
99510	- Recycling Worker	15.47
99610	- Sales Clerk	11.08
99620	- School Crossing Guard (Crosswalk Attendant)	11.37
99630	- Sport Official	11.24
99658	- Survey Party Chief (Chief of Party)	18.39
99659	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660	- Surveying Aide	11.43
99690	- Swimming Pool Operator	13.93
99720	- Vending Machine Attendant	10.73
99730	- Vending Machine Repairer	13.93
99740	- Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

ATTACHMENT 5

APPLICABLE REGULATIONS, CODES, STANDARDS AND FORMS

The Regulations, Codes, Standards and Forms listed below are incorporated into this contract by reference. The Contractor shall follow the prescribed use of these publications and shall use those forms to the extent specified in this contract. The Contractor shall be guided by those publications and regulations which are current at the time of contract.

- 1) Maryland State, County, and Local Codes, Regulations and Ordinances, incorporating the following:
 - a) Uniform Building Code (ICBO)
 - b) Standard Building Code (SBCCI)
 - c) Basic Building Code (BOCA)
 - d) Plumbing Regulations (WSSC)
 - e) National Electrical Code (NEC)

- 2) Public Federal Law:
 - a) EPA Regulations (EPA) including water, asbestos, and polycarbide bitunates
 - b) OSHA Regulations (DOL)
 - c) DOL Regulations (DOL)
 - d) National Energy Conservation Policy Act (NECPA of DOE)
 - e) Greening The Government Through Waste Prevention, Recycling and Federal Acquisition Executive Order 13101 (September 14, 1998)
 - f) Federal Supply Product Standard (FSS)
 - g) 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)
 - h) Resource Conservation and Recovery Act (RCRA) - EPA National Hazardous Waste Management Program
 - i) Code of Federal Regulations (CFR) Public Contracts and Property Management

- 3) Standards:
 - a) National Institute of Standards and Technology (NIST)
 - b) National Fire Protection Association (NFPA)
 - c) American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE)
 - d) American National Standards Institute (ANSI)
 - e) American Society of Testing and Materials (ASTM)
 - f) National Sanitation Foundation (NSF)
 - g) "HC" Accessibility Standards (ANSI A117.1)
 - h) Underwriters Laboratories, Inc. (UL)
 - i) Manufacturers Equipment & Maintenance Instructions (MEMI)
 - j) Means Facilities Maintenance Standards (MFMS)
 - k) GSA Preventive Maintenance Guides (January 1995)

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

*It is the Contractor's responsibility to acquire or have access to the most current version of the Regulations, Codes, Standards, and Forms listed above. 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 judgment 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 business 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 business days from the date of receipt of any revision, supplement, or amendment shall entitle the Government 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 Government-furnished office. Upon expiration of the period of performance of the contract, the Contractor shall return to the Government all publications issued to them by the Government.

ATTACHMENT 6

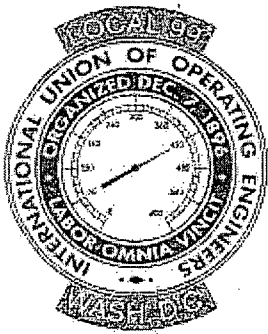
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND UTILITIES

The Government will furnish the following property/equipment:

1. A listing of the equipment and office furniture to be provided to the Contractor will be made available within 15 calendar days after the contract take over date.
2. The Agency-wide program group in Windows Program for the Government's FIXIT System and Parking Management Information System will be provided for performance of services required under this contract.
3. Capron Smart Tool - NRC Tag #077672
4. Digital HVAC Analyzer - NRC Tag #077602
5. Automobile Immobilization Boot

The Government will furnish the following utilities:

1. 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.
2. Heating and air conditioning. No special heating or cooling services will be provided.
3. Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water will be provided.



INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 99, 99-A, 99-C, 99-O

AFFILIATED WITH THE AFL-CIO

2461 Wisconsin Avenue, N.W., Washington, D.C. 20007-1862

(202) 337-0099 Fax (202) 625-7982

Michael R. Murphy
Business Manager

Don L. Bauman, Jr.
President

R. Wayne Callaway
Vice President

William F. Hawkins, Jr.
Treasurer

Harry Geety, III
*Recording Corresponding
Secretary*

Glenn M. Tolbert
Financial Secretary

ADDENDUM TO THE AGREEMENT
BETWEEN
URBAN MERIDIAN JOINT VENTURE
AND
LOCAL 99, INTERNATIONAL UNION OF OPERATING ENGINEERS
FOR
NUCLEAR REGULATORY COMMISSION
ROCKVILLE, MARYLAND

Add the following language for part-time employees: Effective November 1, 2004

Part-Time Employees: It is recognized and agreed that the Employer may hire employees to work less than thirty-two (32) hours in a scheduled workweek. Part-time employees may not be used to reduce the hours worked by the Full-time employees below forty (40) hours in a workweek or eighty (80) hours in a pay period.

Part-time employees shall not be used to work recognized holidays that fall in the regular workweek (Monday through Friday) unless each full-time employee in the specific classification at that worksite has been offered to work and declined to do so.

Part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work. Should a full-time vacancy become available, part-time employees shall be considered for the position. Nothing in this agreement shall constitute a guarantee of a certain schedule or a minimum or a maximum of hours.

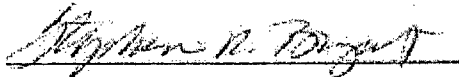
Part-time Employees are entitled to the following benefits:

- (a) In lieu of health and welfare benefits, each part-time employee shall be paid two dollars and fifty cents (\$2.50) per hour worked above the wage rate shown in "Exhibit A" of the current Agreement.
- (b) Part-time employees shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in "Exhibit A" of the current Agreement (not to exceed forty hours per week).
- (c) Part-time employees that work on a holiday shall be paid their regular wage plus holiday pay.
- (d) All other benefits (i.e. sick leave, vacation, jury duty, and funeral leave) shall be paid on a "pro-rata" basis.
- (e) J.A.C. contributions shall be made according to the current Agreement.

All other terms and conditions of the Agreement apply to Part-time employees.

For:
Urban Meridian Joint Venture

By:

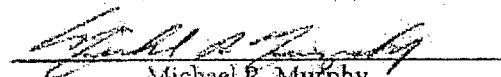


Title:

PART-TIME

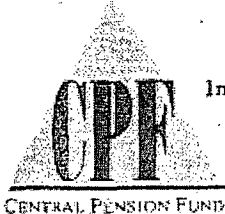
For:
International Union
of Operating Engineers, Local 99

By:


Michael R. Murphy
Business Manager

Date:

11-9-2004



CENTRAL PENSION FUND

of the

International Union of Operating Engineers and Participating Employers
4115 Chesapeake Street, N.W. • Washington, D.C. 20016-4863

PUND OFFICE USE

Fund Number
Account Number
Contract Code

PARTICIPATING AGREEMENT

EMPLOYER RECORD DATA
(To Be Completed by Employer)

(See instructions on back)

(1) Business Name & Address (Address to which Reporting Forms should be sent)

Urban Services Group/Meridian Mgmt Corp. JV
818 N. ALA North, Suite 300
Ponte Vedra Beach, FL 32082
(City) (State) (Zip Code)

(2) Employer Fed. ID. Number **58-2544015**
(3) Serial No. Assigned to CPF
Approximate Number of Employees to
Be Covered **9**
Bus. Phone Area Code **404**
No. **315-1440**
Business is (check one):
 Joint Venture Corporation
 Partnership Proprietorship
(4) Standard Industrial Classification

The undersigned EMPLOYER and UNION are aware of the AGREEMENT AND DECLARATION OF TRUST establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, as currently written (hereinafter referred to as AGREEMENT). The EMPLOYER agrees to contribute to the Fund established by such AGREEMENT on the basis specified below, and that such contributions shall be made on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER further agrees to be bound by and to comply with each and every provision of the AGREEMENT, and as it may be amended. The parties further consent to the appointment of the Trustees, currently administering the Fund, as well as their duly appointed successors and specifically ratify all actions previously taken in connection with the creation and administration of the AGREEMENT.

The EMPLOYER further agrees to remain bound to the AGREEMENT, and as it may be amended, during the term of the collective bargaining agreement referred to above, and all subsequent collective bargaining agreements between the EMPLOYER and the UNION, so long as such agreements contain an obligation to contribute to the Central Pension Fund. The EMPLOYER further agrees to continue contributions to the Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the Union, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

The undersigned further specifically agree that in the event it is determined that the EMPLOYER is delinquent in its obligations to contribute to the Fund, the Fund will be entitled to all relief available under 29 U.S.C. §1132(g)(2) and Article IV of the AGREEMENT.

BASIS OF PARTICIPATION (To be Completed by Local Union)

- (5) Bargaining Agreement Effective **December 1, 2003** Local No. **99**
(Date)
- (6) Pension Contributions to Commerce Effective **December 1, 2003** Rate Per Hour **\$1.70**
- (7) Pension Contribution Payment Basis **total hours paid up to a max of 40 hours per week**
- (8) Pension Rate Changes During Bargaining Agreement: Date **Dec. 1, 2004** Rate **\$2.20**
Date **Dec. 1, 2005** Rate **\$2.70** Date _____ Rate _____
- (9) Bargaining Agreement Expiration and / or Renewal Date: **November 30, 2006**
- (10) Jurisdiction Covered by This Agreement: **Nuclear Regulatory Commission**
White Flint, MD
- (11) Type of Contract: **Collective Bargaining Agreement**
- (12) Renewal Participation Agreement New Participation Agreement
*If Renewal or Continuation, Indicate Account Number _____ and Fund Number _____

Dated at **IUOE, Local 99** this **10th** day of **February** **2004**

Employer Signatory:
Steph R. Bryant (Signature) **PARTNER** (Title)
STEPHEN R. BRYANT
(Printed or Typed)
URBAN SERVICES GROUP/MERIDIAN MGMT. CORP. JV
(Name of Organization)

Local Union Signatory:
Michael R. Murphy (Signature) _____ (Title)
Michael R. Murphy, Business Manager
(Printed or Typed)

(FUND OFFICE USE)

Accepted on _____ by _____ Chief Executive Officer
For the Trustees of Central Pension Fund

Fund Copy: White; Union Copy: Pink; Employer Copy: Yellow.

AGREEMENT

between

**Urban Services Group, Inc./ Meridian Management
Corporation Joint Venture**

at

**Nuclear Regulatory Commission
White Flint, MD**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 99**

December 1, 2003 - November 30, 2006

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AGREEMENT

THIS AGREEMENT is made by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Greater Washington Central Labor Council, AFL-CIO, party of the first part (hereinafter referred to as the "Union"), Urban Services Group, Inc./Meridian Management Corporation Joint Venture, party of the second part (hereinafter referred to as the "Employer" or "Company"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the Unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees as identified in "Exhibit A" of this Agreement at the Nuclear Regulatory Commission Facility, Rockville, Maryland.

Section 1.2. Employees: All employees in positions under the classifications as set forth in Exhibit "A" attached hereto and as further referred to in Section 1.6 of this Agreement.

Section 1.3. Membership: In accordance with the Labor-Management Relations Act of 1947 as amended, the Employer and the Union have entered into a union security agreement requiring employees to pay uniform, periodic union dues and initiation fees. All employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement and as hereinafter set forth, or within thirty (30) days after their employment, pay periodic union dues and initiation fees if applicable. The first sixty (60) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.4. Good Standing: Subject to the provisions of the Act, the Employer will, within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph.

Section 1.5. Jurisdiction: The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

- a. All boilers, their accessories and appurtenances.

- b. All fired or unfired pressure vessels and vacuum systems.
- c. All refrigeration and air-conditioning machines and their associated equipment including maintenance and repair of cold storage spaces.
- d. All plumbing and piping including water, gas, heating, steam, and sanitation systems.
- e. All emergency power equipment
- f. All machinery and equipment used in the production and for health and comfort of the Employer's business and personnel.
- g. Any and all equipment covered under the terms of the employer's contract with the Government. Employees will continue to do such work not listed above that has been performed in the past.
- h. Clerical and Administrative duties as assigned
- i. In addition, it is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation, or control of the Energy Management Systems. The Company, at its discretion, may use other union or non-union personnel to perform repairs, upgrades, data modification and services as may be required to meet the Government mission.
- j. Any maintenance or renovation work required by the Employer in the performance of its commercial agreement pursuant to the Service Contractor's Act.

The Employer reserves the right, at its discretion, to contract or subcontract work to persons other than those covered by this Agreement. This assignment of work will be primarily for work beyond the scope and qualifications of the employees covered herein to perform and will not be used to undermine the Union or to discriminate against its members.

The Union, in the exercise of its rights, agrees to keep the equipment covered herein in a clean and orderly condition.

The jurisdiction of the union covers the above to the extent the union work force is employed to operate, maintain, monitor and control the above listed systems.

Section 1.6. Duties/Classifications: The scope of duties of the classifications in this Agreement shall be as follows:

- a. Lead Engineer - To be responsible for the supervision of the bargaining unit workforce and other personnel and all equipment assigned at the specific work location. To perform such duties as may be assigned to him by the Project Manager. The Lead Engineer shall hold jurisdictional licenses as required by the government contract for the site assigned to.
- b. Master Electrician - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- c. Master Plumber - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- d. Maintenance Mechanic- To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- e. HVAC Mechanic - To perform installation, scheduled and unscheduled maintenance and repair of all HVAC equipment as described in Section 1.6 of this Article. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- f. Electrician - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- g. Plumber - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.

- h. Carpenter - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article I. Performs other duties as required or directed by management. Shall hold jurisdictional licenses as required by the Government contract.
- i. General Maintenance Worker - To perform general maintenance and repairs of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry and electrical work. Performs other duties as required or directed by management.
- j. Apprentice Engineer - To perform all assigned training duties under the immediate supervision of the Lead Engineer. In the performance of these duties, the Employer agrees to conform to the Standards, as printed, of the Local 99 - 99A, I.U.O.E. Joint Apprenticeship Committee. Performs other duties as required or directed by management. The Apprentice Engineer shall at no time be permitted to stand an Engineer's watch nor to be assigned to a fixed routine, which might interfere with his/her training program.
- k. Secretary - Performs administrative duties as required or directed by management.

Section 1.7. Union Access: The Business Manager and/or Business Representative of the Union shall be permitted access to the facilities where employees covered by this Agreement may be working for the purpose of conducting official Union Business. In the exercise of this provision, the Union agrees to first notify the Employer twenty-four (24) hours in advance of its intent and time to enter said premises. The Union acknowledges that access is contingent upon client's approval.

Section 1.8. New Hires: In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interest of the Employer. The first sixty (60) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.9. Seniority List: The Employer agrees to provide to the union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees. The Employer further agrees to provide a list of all newly hired employees with their classification and date of hire each month to the Union with their date of hire

Section 1.10. Shop Stewards: The Employer agrees to recognize a duly appointed Shop Steward. The Shop Steward shall be afforded a reasonable period of time to conduct Union business during working hours as long as such action does not interrupt operations. The Employer will pay the Steward when meeting with the Employer during normal working hours

to properly handle grievances. Each steward shall be the last laid off from within his or her wage classification as identified on Exhibit "A".

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 2.1. Wage Schedule: The wages shall be as shown in Exhibit "A" attached hereto and made a part of this Agreement. All wages are to be paid bi-weekly (twenty-six pay periods per year).

Section 2.2. Workweek and Overtime:

- a. Workday Definition: A standard workday shall consist of eight (8) consecutive hours, on five (5) consecutive days.
- b. Overtime: Any work exceeding eight (8) consecutive hours, in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1½) times the basic rate. Work performed on the second scheduled day off day of the workweek shall be paid for at double or two (2) times the basic rate. All paid time off is included in the calculation for overtime.

Section 2.3. Call Back: In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1½) times the basic rate.

Section 2.4. Days Off: Each employee shall have two (2) regularly assigned days off in each forty (40) hour week and these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off (referred to as sixth and seventh day), or both, he/she shall be paid at the appropriate overtime rate. He/she shall not be assigned off on any of his/her regular working days in order to avoid the payment of overtime. He shall not be assigned off on any of his regular working days. He shall not be scheduled for less than four (4) hours on his assigned day off.

Section 2.5. Work Schedule Posting: The Lead Engineer shall post a work schedule in the Control Room of the Central Plant, and/or in a conspicuous area for all effected employees. The work schedule will be posted seven- (7) calendar days in advance.

Section 2.6. No Reduction: No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel, and it is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

Section 2.7. Working Out Of Classification: Work performed in a higher rated job classification by an employee in the collective bargaining agreement shall be paid for at the higher rate when the Company expressly reassigns such employee to work in a higher rated classification for a period in excess of three (3) weeks. Payment for the higher classification shall commence on the first (1st) day of assignment. In the event that an absence is anticipated to be less than three (3) weeks the higher rate shall not be paid. However, if the absence should extend beyond three (3) weeks the higher rate of pay shall be made effective retroactive the first (1st) day of re-assignment.

Section 2.8. Special Shifts: It being the intent of the Company and the Union to establish provision for a ten (10) hour shift in the Facilities Maintenance Department, it, therefore, is necessary to waive the overtime requirement of Article II, Section 2, in the Collective Bargaining Agreement for that express purpose.

This waiver of the overtime requirement to compensate for time and one-half (1½) for hours worked in excess of eight (8) hours in a day shall apply to only those shifts in the Maintenance Facilities Department that will operate on the basis of four (4) days per week and ten (10) hours per day. In the event an employee works more than ten (10) hours per day on those shifts, he/she shall receive time and one-half (1½) for all hours over ten (10).

It is understood that this waiver only applies to those shifts of ten (10) hours per day and workweeks of four (4) days. It expressly does not apply to shifts of eight (8) hours per day and workweeks of five (5) days. All other provisions of the Collective Bargaining Agreement, which pertain to overtime, remain intact.

For the purpose of vacation and sick leave provisions of the Collective Bargaining Agreement, employees who work the ten (10) hour shift shall receive the same amount of hours of those entitlements as those employees who work regular eight (8) hour shifts per day.

For the purpose of funeral leave, employees who work the ten (10) hour shift will be entitled to three (3) days at ten (10) hours per day.

An employee who is scheduled to work on a day on which a holiday occurs will receive that day off with pay. When a holiday occurs on a weekday, and an employee is scheduled to be off that day, the employee will enjoy the holiday on the following scheduled workday. Therefore, during a work

week with a holiday in it, an employee on a four (4) day work week (ten (10) hours per day) will work three (3) days, have one (1) day off and will be paid for forty (40) hours.

It is understood that any employee required to work on a holiday will be paid at time and one-half (1½) rate for ten (10) hours of the scheduled shift in addition to ten (10) hours holiday pay and at time and one-half (1½) thereafter.

Section 2.9. Shift Differential: Employees who are regularly assigned to the first (1st) and third (3rd) shifts shall be paid a shift differential of fifty cents (\$.50) per hour. Normally, the first shift shall be defined as the night shift and the third shift as the evening shift. Shift differential will not be paid on overtime assignments, callbacks, or absentee relief work.

ARTICLE III

VACATIONS, HOLIDAYS & SICK LEAVE

Section 3.1. Vacation Accrual: Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer for the following periods shall be entitled to vacations as shown below:

After one (1) year's service	-	Two (2) weeks vacation
After five (5) years service	-	Three (3) weeks vacation
After ten (10) years service	-	Four (4) weeks vacation
After twenty (20) years service	-	Five (5) weeks vacation

Time for taking said vacations shall be at the discretion of the Employer. Should a recognized holiday occur during an employee's vacation, he shall receive a day's pay for same.

Vacation dates will be picked by seniority during the month of January each year. Vacation dates may be changed by the employee with two (2) weeks' notice. After January 31, employees may only pick vacation dates that other employees have not applied for.

Section 3.2. Holidays: The following holidays shall be recognized and employees shall receive a day's pay for same.

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
	Personal Holiday

- a. In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate.
- b. If an employee works on any of these holidays, he shall be paid one and one-half (1-1/2) times the basic rate for all hours worked, in addition to holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.
- c. If a holiday falls on an employee's regularly scheduled day off, and he is not required to work, he shall receive a day's pay for same.
- d. If any of these holidays fall on a Saturday or Sunday, the holiday shall occur according to the site holiday schedule.
- e. It is understood and agreed that in no event shall subsections (a), (b) or (c) of this Section be combined or pyramided nor shall this Section be combined with Article II, Section 2 of the Agreement.
- f. In order to be eligible for holiday pay the employee must work his/her last schedule day before the holiday and the first scheduled day after the holiday, unless otherwise reasonably excused by the Company.

Any disagreement regarding the above shall be subject to the grievance procedure. Employees on leave of absence, disability, or workers' compensation shall not be eligible for holiday pay unless the holiday occurred within seven (7) days of the commencement of the absence.

Section 3.3. Sick Leave: Each employee covered under the terms of this Agreement shall be entitled to nine (9) days sick leave. Unused sick leave days may accumulate up to fifteen (15) days in the sick leave bank.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance work shall be issued through the Lead Engineer or his assigned Lead. All hiring and discharges will be made in accordance with Employer policy and pursuant to the current Collective Bargaining Agreement.

Section 4.2. Jurisdiction: Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment and perform renovation work as set forth in Section 1.5 of this Agreement and that the term "maintenance man" does not and is not intended to include custodial and janitorial employees such as charmen, charwoman, janitors, porters, elevator operators, and similar employees.

Section 4.3. No Conflict: The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4.4. JAC Contributions: The Employer agrees to contribute the following sums per quarter, per employee covered herein to the Apprenticeship Fund of the International Union of Operating Engineers and Participating Employers.

December 1, 2003	December 1, 2004	December 1, 2005
\$35.00 per quarter per employee	\$45.00 per quarter per employee	\$55.00 per quarter per employee

Section 4.5. Funeral Leave: It is recognized by the Employer and the Union that three (3) consecutive calendar days may be needed by an employee to attend a funeral service. If any of these days are working days, the employee shall suffer no loss in pay. The last of these three (3) days shall be the day of the funeral. Funeral leave shall be operative for the following relatives: spouse, child, sister, brother, parent, parent-in-law, grandparent. No employee shall receive any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of eight (8) hours per day at straight time.

Section 4.6. Union Dues: The Employer will deduct from the pay of the employee Union dues, upon signing of an individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

Section 4.7. Jury Duty: Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

Section 4.8. Military Service: Any employee covered by the terms of this Agreement who is called to active service from the reserves, shall be considered on leave of absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer

has retained the Contract on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 4.9. Tools: The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employee's duties. The Employer further agrees that the employees shall not be required to furnish any tools required for the performance of the employees' duties.

Section 4.10. Uniforms: The Employer agrees to furnish the employees sufficient work uniforms to be worn during work hours while on duty. The employer will replace severely soiled and worn uniforms. The employer will be responsible for the cost of uniform maintenance and laundering. The employer shall provide safety shoes at no additional cost to the employee as required.

Section 4.11. Pager Pay: Employees required to carry pagers shall receive ten dollars (\$10.00) per week for and responding to calls. There shall be no restrictions set on the Employee as to his/her movements as result of this section.

Section 4.12. Successor: This Agreement embodies the entire Agreement between the Employer and the Union, and shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued seniority, which the employee may have accumulated during his/her employment with the previous Employer.

Section 4.13. Compliance with Federal and State Law: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.14. Strikes and Lockout Prohibited: The Union agrees that there shall be no strike, work stoppage, work slow down or interruption during the term of this Agreement. The Employer agrees not to engage in any lockout during the term of this Agreement.

Section 4.15. Work Rules and Disciplinary Procedures: The employer shall have the right to establish, maintain and enforce work rules and disciplinary procedures to assure order and safe operations.

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS

Section 5.1. Health & Welfare: The Employer agrees to make contributions, as listed below, per month for all employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A or to any successor Health and Welfare fund into which local 99 is integrated, the amount required to participate in the Fund.

Coverage	December 1, 2003	Jan. 1, 2005	Jan. 1, 2006
Employer contribution for full coverage	\$555.00 per month	\$717.00 per month	\$777.00 per month

In the event that the Employer's contribution is less than the required contribution rate, as determined from time to time by the Trustees of the I.U.O.E. Local 99-99A, Health and Welfare Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost, as determined by the Plan Trustees.

The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund.

Section 5.2. Pension: The Employer agrees to contribute the following amounts per hour for all hours paid for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (hereinafter called the "Central Pension Fund").

December 1, 2003	December 1, 2004	December 1, 2005
\$1.70 per hour	\$2.20 per hour	\$2.70 per hour

For the purposes of calculating amounts due to the Central Pension Fund, total hours paid up to a maximum of forty (40) hours per week, shall be the basis of contributions. Payments to the Central Pension Fund shall be due and payable monthly.

ARTICLE VI GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date of the issue being grieved. A grievance not presented within the specified time frames shall be barred.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward.

If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within thirty (30) days and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

ARTICLE VII

LAYOFF AND RECALL

Seniority is defined as the continuous length of service based on the date of hire at the locations covered by this Agreement. Seniority shall be used for the purpose of benefits provided for in this Agreement.

In the event it becomes necessary to lay off employees for lack of work the least senior employee within the classification within that trade shall be laid off first. This employee may bump to a lower classification provided he/she has the seniority and qualifications.

In recalling employees after layoff, the Employer agrees to offer re-employment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification provided, however, that the period of layoff does not exceed twelve (12) months.

An employee, who accepts recall after layoff, will be credited with seniority held at time of such layoff.

ARTICLE VIII

NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING

It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit.

When a permanent vacancy occurs within one of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of fourteen (14) calendar days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for the particular vacancy.

In the event that two (2) or more applicants are measured to having the same necessary qualifications, then seniority within the trade classification will be the determining factor.

ARTICLE IX

ALCOHOL/DRUG FREE WORKPLACE POLICY

The Company's Alcohol/Drug Free Workplace Policy does not preempt any collectively bargained rights of the employees covered by this Agreement including the right to arbitrate any dispute arising out of the interpretation or application of this Agreement. No employee represented by the Union will be required to sign any waiver limiting the liability of the Company, the testing facility, or any other person implementing the Alcohol/Drug Free Workplace Policy for violations of the law. The Union is not responsible for ascertaining or monitoring the alcohol or drug status of any employee, or for implementing or enforcing any aspect of the Alcohol/Drug Free Workplace Policy and accepts no liability therefore. The Company will notify the Union prior to implementing any changes in the alcohol or drug testing provisions of its Alcohol/Drug Free Workplace Policy or any other provision which is subject to mandatory bargaining and will, upon request, negotiate with the Union at reasonable times and places regarding such proposed changes. The Company will inform the Union of other material changes made in this policy as appropriate.

ARTICLE X

TERM OF AGREEMENT


This Agreement shall be in full force and effect from the 1st day of December, 2003 to and including the thirtieth (30th) day of November, 2006 and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

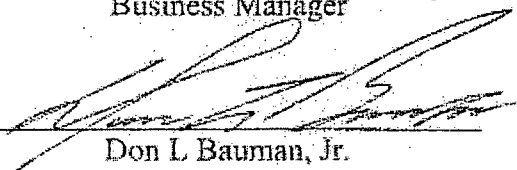
Urban Services Group, Inc./Meridian
Management Corporation Joint Venture

International Union of Operating
Engineers, Local 99-99A, AFL-CIO


Signature


Michael R. Murphy
Business Manager

STEPHEN E. BRYANT, PARTNER
Print Name and Title


Don L. Bauman, Jr.
President

Signature



Harry Geety III
Recording Corresponding Secretary

EXHIBIT "A"

WAGES

The wages to be paid the employees during the period of the duration of the foregoing Agreement are as follows:

<u>Classification</u>	<u>Effective 12/01/03</u>	<u>Effective 12/01/04</u>	<u>Effective 12/01/05</u>
Lead Engineer	\$24.73	\$25.47	\$26.24
Master Electrician	\$22.97	\$23.66	\$24.37
Master Plumber	\$22.97	\$23.66	\$24.37
Maintenance Mechanic	\$21.50	\$22.15	\$22.81
HVAC Mechanic	\$21.50	\$22.15	\$22.81
Electrician	\$21.50	\$22.15	\$22.81
Plumber	\$21.50	\$22.15	\$22.81
Carpenter	\$21.50	\$22.15	\$22.81
General Maintenance Worker	\$18.08	\$18.62	\$19.18
Secretary	\$13.73	\$15.26	\$15.72

The wages of the Apprentice Engineers shall be based on the Journeyman's wage scale and shall be as follows

- 50 per cent for the first six months of apprenticeship
- 55 per cent for the second six months of apprenticeship
- 60 per cent for the third six months of apprenticeship
- 65 per cent for the fourth six months of apprenticeship
- 70 per cent for the fifth six months of apprenticeship
- 75 per cent for the sixth six months of apprentices
- 80 per cent for the seventh six months of apprenticeship
- 85 per cent for the eighth six months of apprenticeship

The Apprenticeship shall be for a period of not years more than four (4) years.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

B. PROJECTED START DATE

06/01/2006

C. PROJECTED COMPLETION DATE

11/30/2010

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B. CONTRACT NUMBER

NRC-10-04-413

DATE

05/31/2006

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Headquarters Building Operation and Management

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)

3. GENERATION OF CLASSIFIED MATTER.

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.

7. OTHER (Specify)

B. IS FACILITY CLEARANCE REQUIRED?

- YES
- NO

C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

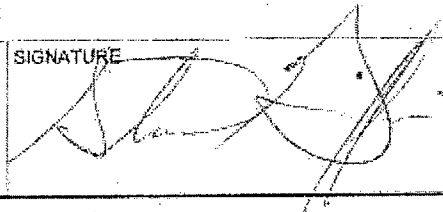
FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Steven Griffin PC

SIGNATURE



DATE

1/30/06

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

AUTHORIZED CLASSIFIER (Name and Title)

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT




DIVISION OF FACILITIES AND SECURITY (Item 10B)

CONTRACTOR (Item 1)

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Sharon D. Stewart	SIGNATURE 	DATE 01/27/06
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Sharon D. Stewart	SIGNATURE 	DATE 01/27/06
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Mary Lynn Scott	SIGNATURE 	DATE 01/30/06

REMARKS

ATTACHMENT 9

NRC-10-06-430

**WHITE FLINT NORTH
PARKING PROCEDURES**

BUILDING OPERATIONS AND MANAGEMENT SERVICES CONTRACT

Revised: March 27, 2006

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White Flint North Parking Procedures

I. GENERAL

The daily operating hours of the parking garage are 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays. The Contractor does not perform the parking garage management service beyond the daily operating hours. Any NRC employee wishing to gain entrance to the garage after the daily operation hours will be able to do so by showing their NRC badge to the security officer located at the garage entrance.

II RESPONSIBILITIES

- A. **The NRC Administrative Services Center (ASC)** is responsible for parking management, including receiving and approving applications, assigning spaces, and reviewing reports furnished by the Contractor for accuracy and verifying that the correct monthly payment has been made to the NRC. ASC staff are delegated authority to administer and provide technical direction to the Contractor for parking management services only.
- B. **Office Directors** are responsible for certifying unusual work hours for NRC employees within their organization.
- C. **The Office of Human Resources (HR)** is responsible for reviewing and validating parking space applications based upon unusual work hours. Semi-annually the Division of Facilities and Security will provide card reader system information to HR to ensure that employees are complying with the provisions for unusual work hours parking (see III. C.).
- D. **Employees assigned permits under the unusual work hours** category must insert their security badge into a card reader on their floor upon arriving and leaving work at the beginning and end of every workday.
- C. **The NRC Health Center** is responsible for reviewing applications by employees with disabilities and certifying that these employees meet disability accommodation requirements (see III. B.).
- F. **The NRC employee issued a parking permit** is responsible for ensuring that all information contained in the parking application is accurate and current.
- G. **The Contractor** is responsible for collecting parking fees; issuing parking permits; and implementing Contract requirements and the designated procedures contained herein.
- H. **The Project Officer and Administrative Services Center** are responsible for conducting inspections to assess Contractor performance in managing parking, and making performance reports in accordance with Contract requirements.

III. MONTHLY PERMIT APPLICATION

A. General

Parking applications are available from the ASC. Parking permit applications shall be completed and returned to the ASC by the 15th day of the current month to be considered for a parking permit for the succeeding month. When the 15th of the current month falls on a weekend or holiday, the application shall be submitted the preceding workday. Employees who have valid permits, who have paid their fees, and whose eligibility criteria have not changed, need not reapply.

B. Employees with Disabilities

An application by an employee with a disability must be accompanied by a certification from the employee's physician and reviewed by the NRC Health Center.

C. Unusual Hours

An application for priority parking privileges because of unusual work hours must be accompanied by a memorandum from the employee's Office Director to the Director, HR, that justifies the employee's unusual work hours. The application and justification shall be reviewed and validated by the Director, HR .

D. Operations Officers

The Director, NSIR, provides the ASC with updated listings of operations officers. Operations officers should indicate on the permit applications that they are applying for parking as operations officers.

E. Change in Parking Status

Permit holders shall submit a revised application to the ASC immediately if there are any changes in their parking applications such as changes in:

- The number or name(s) of carpool participants
- The type of permit required
- The tag number of vehicles to be parked in the garage using that permit.

Failure to notify the ASC may result in suspension of parking privileges and/or removal (towing) of the vehicle from the garage. Permit holders who decide not to renew their permits should notify the ASC no later than the 15th day of the month preceding cancellation.

F. Parking Space Allocation Priority

Parking spaces not required for official needs will be allocated using the following priority:

1. Employees with disabilities;
2. Executive personnel and employees with unusual work hours (not to exceed 65 spaces);
3. Rideshare (carpool/vanpool) (Priority will be determined by the number of regular members, with the greatest number having the highest priority);
4. Incident Response Center Operations Officers working 12-hour shifts;
5. Child Care Center, Cafeteria, New Reg Café, Energy Federal Credit Union, MD Vending Program for the Blind Convenience Store, Health Care Center, and Fitness Center, Building Operation and Management Services Contractor, and Building Custodial Services Contractor (one space each);
6. Other privately-owned (single occupant) vehicles of employees. A priority list will be prepared by the ASC-(quarterly: January - March, April - June, July - September, October - December) based upon an employee's length of service with the NRC including Atomic Energy Commission (AEC), with employees having the greatest service time appearing at the top of the list. Employees on this list will not be "bumped" by new single occupant applicants during the quarterly period unless they fail to purchase a permit. (Employees that have AEC service time and/or prior periods of NRC service must provide documentation of that service time with their application if they want that service time credited toward parking priority.) The ASC will update the NRC Parking Management Information System (PMIS) to reflect an updated version of this list prior to the beginning of each quarter.
7. NRC contractors or service providers who work in the White Flint approved buildings who have been issued permanent NRC photo-identification are granted permits based upon the following:
 - a. Applicants with disabilities, who have an approved State handicapped license or permit, have first priority based upon application date.
 - b. The remaining number of spaces available for each organization will be determined by random draw conducted by the ASC. Each contractor/service provider will communicate to the ASC which of its employees should be granted permits based upon this availability.

G. Notification

The ASC will update PMIS by the beginning of the permit sales period (20th of the month preceding the permit month) to reflect a current listing of individuals authorized to purchase monthly parking permits. This listing will also identify those individuals authorized to purchase permits at other than the \$60 monthly rate. The ASC will use the PMIS system to electronically transmit this listing to the Contractor by the beginning of the permit sales period (20th day of the month preceding the permit month). The ASC will furnish additions and deletions to this listing as

necessary to the Contractor during the permit sales period using the PMIS system. The Contractor shall monitor the PMIS system to obtain this information.

The ASC will use the PMIS system to notify via E-mail on or before the beginning of the monthly permit sale period, those individuals approved to purchase monthly permits for the next month. This notice shall include the Contractor's normal business hours and dates when permits may be picked up.

Individuals will be requested to purchase permits by the last day of the calendar month preceding the permit month. When a waiting list of permit applicants exists, the ASC will update PMIS to reflect the cancellation of approvals for individuals who have not purchased their permits, and approve waiting list applications. The ASC will notify the Contractor and affected individuals of these changes in status electronically, using the PMIS system.

IV. PARKING FEES

A. Monthly Fees

Parking fees are established in accordance with Paragraph B.2. of the Traffic Mitigation Agreement signed by the EDO on October 1, 1991¹ and the procedures described herein.

The regular monthly fee is \$60 for cars/vans/trucks, \$30 for motorcycle parking (limited to designated areas) and \$35 for vehicle parking for operations officers. Fees are charged to all motorized vehicles (bicycles will park free in designated area).

Proration of fees will not be given to individuals who submit tardy applications; however, the ASC may make exceptions to include new Headquarters employees, or when an administrative error or delay deprives the applicant a full month parking benefit. Other prorations and refunds are approved by the Chief, Administrative Services Center (ASC) on a "case by case" basis due to special circumstances beyond the permit holder's control (e.g. extended illness). The permit holder must submit the request for proration or refund in writing to the Chief, ASC.

The ASC will calculate prorations and refunds by reducing the fee by \$3.00 for each working day for cars/vans/trucks, \$1.50 each working day for motorcycles and \$1.75 each working day for vehicles driven by operations officers.

The ASC will determine whether to prorate/refund any monthly fee and will use the PMIS system to electronically notify the Contractor of the prorated fee to be charged/refunded.

¹The Agreement, signed by GSA, NRC, White Flint North Limited Partnership, The Montgomery County Planning Board, and Montgomery County acting through the Director, Montgomery County Department of Transportation, stipulates specific mitigation efforts to be made by the TWFN owner and the NRC to limit vehicle trips to and from the site. One such stipulation is that all vehicles intending to park within the on-site parking facilities [garages] shall be charged hourly, daily and monthly parking fees amounting to at least the prevailing commercial rates for off-street parking in the area.

B. Daily/Hourly Fees

Daily parking permits are sold only to NRC employees on Tuesdays, Wednesdays, and Thursdays beginning at 6 a.m. Contractor staff will not be allowed to purchase daily parking permits on these days during the hours of 6 a.m. to 3 p.m. There is currently no limit on the sale of daily parking permits for both NRC employees and contractor staff on Mondays and Fridays.

Cars/Vans/Trucks = \$1.00 Per Hour with a \$6.00 Per Day Maximum

Motorcycles = \$.50 per hour with a \$3.00 Per Day Maximum

There shall be a 15-minute grace period before an additional hourly charge will be assessed. No fee will be assessed for vehicles entering the garage after 5 p.m. to allow individuals with permanent NRC photo-identification badges not parking in the garage who are working late to relocate their vehicles into the garage for personal safety. However, the Contractor shall continue to write tickets for garage access from 5 pm to 6 pm (to document usage patterns) even though these tickets will be at "no-charge".

V. PERMIT ISSUANCE AND COLLECTION OF FEES

A. MONTHLY

The Contractor shall offer permits for sale throughout the monthly permit sale period (beginning on the 20th of the current month through the 19th of the new permit month). The Contractor shall issue parking permits to the approved monthly parking permit applicants and collect payments during the Contractor's regular working hours, at the Contractor's office on the OWFN P-3 level.

The Contractor shall issue parking permits to the individuals who have been approved by the ASC. Multiple permits may not be issued to carpool/vanpool members. If a permit holder is absent for any reason, e.g., travel, it is his/her responsibility to ensure that payment is made promptly and the permits are picked-up in the Contractor's office. Parking permits are not transferable; however, permits may be passed to other carpool members by the permittee when the permittee is absent from the office.

New permits may be issued at no cost to permit holders who have lost their paid monthly permit during the Monthly Permit Sales Period (on or before the 19th of the month). The PMIS system shall be updated by the Contractor to document this no cost issuance by referencing the original permit number. Daily parking permits will be issued to Monthly Permit Holders who lose their permits after the Monthly Permit Sales Period. A single daily permit may be issued to cover the remainder of the calendar month. The Contractor shall update the PMIS system to reflect all permit transactions by 9 a.m. of the following workday after the transaction.

The Contractor shall furnish a different set of colored, sequentially-numbered monthly permits each month. The Contractor shall write either "CARPOOL, HANDICAPPED or MOTORCYCLE" as appropriate, on the permits issued under these categories.

The Contractor shall issue permits in sequential-numbering order. Parking fees may be paid by cash, check or money order. The fee for returned checks shall be \$25.00 for each check. The

amount of this fee may not be changed without the written concurrence of the Contracting Officer. The Contractor shall post the returned check fee policy in a prominent place in the Contractor's office where permits are sold.

B. DAILY/HOURLY

1. Permits

The Contractor shall provide sequentially-numbered permits which shall contain three-sections - one section for display in the vehicle; one section for the ASC; and the other section for the Contractor. The following information shall be legibly recorded on each permit:

- a. first and last name of permit holder
- b. vehicle license state and number
- c. vehicle make and model
- d. if NRC employee, telephone number
- e. if non-employee, first and last name of NRC person being visited and telephone number, if known
- f. surname of Contractor employee issuing permit

The Contractor shall ask the permit holder to display the permit where it can be seen so that the permit holder can be contacted in case of emergency.

When an individual decides not to pay to park in the garage and a permit must be voided, the contractor shall record at a minimum the following information:

- a. vehicle license state and number
- b. vehicle make and model
- c. first and last name of individual (if obtainable)

The Contractor shall not allow any vehicle to enter the garage without first issuing a permit except for those with current monthly permits or official NRC Headquarters vehicles. An exception may be made to these procedures on the first working day of each month when traffic congests entering the garage. On this day, parking attendants may choose to not stop vehicles without a current monthly permit if they are displaying the previous month's permit. As traffic permits, these vehicles should be stopped and told to purchase their monthly permit that day. The above applies only to the first day of the new permit month and only to vehicles displaying the previous month's permit.

2. Visitor Parking

a. General

Visitors are guests or non-Headquarters employees (not including NRC contractors or service providers) who have short-term (less than one month) official business with the

NRC. Visitors are not charged for parking.

Visitors include the following²

- 1) Commission, EDO and Office Director visitors
- 2) Other Federal government employees with an agency badge (except when primary duty station is White Flint Building complex)
- 3) Guests invited to special NRC functions or support activities, e.g. speakers at meetings or conferences, Noontime Concert performers, EWRA vendors, Red Cross (blood drive) personnel, employee family members attending or caterers supporting retirement luncheons
- 4) Non-Headquarters NRC employees on official travel
- 5) Representatives of the National Treasury Employees Union attending a meeting or conducting representational business, when requested through the Chief, Labor Relations (or designee)
- 6) Contract drivers who will be using NRC vehicles for driver service and park in spaces reserved for NRC vehicles

Visitors do **not** include the following:

- 1) NRC Headquarters employees; and,
- 2) NRC contractors or service providers (e.g. Energy Federal Credit Union employees).

b. Approval, Notification and Assistance

1) Non-Headquarters employees

Non-Headquarters employees on official travel do not require pre-approval by the ASC. The Contractor shall establish the non-Headquarters employee visitor status as follows:

- a) verify the NRC employee badge reads Region I, Region II, Region III, Region IV printed along the border next to the employee's picture; or,
- b) confirm Technical Training Center employees using list furnished by ASC.

2) Other visitors

Visitor parking for other than non-Headquarters employees in the garage requires pre-approval by the ASC. When granting this approval, the ASC will notify the Division of

²The decision to admit visitors to the garage will be made by the ASC and Division of Security. Except for Category 1 visitors, parking in the garage is based upon availability at the time of arrival. When garage parking must be denied due to lack of space, every effort shall be made to allow visitors to park on the perimeter road.

Facilities and Security.

The ASC will use the PMIS system to electronically notify the Contractor in writing of the identity of those individuals authorized visitor parking. When necessary, this information will be provided verbally followed by the written/electronic communication.

The ASC will indicate when visitors will be meeting with Commissioners, EDO, and CFO. The Contractor shall assist these visitors in parking in reserved visitor spaces on the OWFN level of P-1 and direct them to the OWFN building lobby receptionist. All other visitors must park in general-use spaces.

3. Badged Headquarters Employees, Contractors or Service Providers

a. General

NRC Headquarters Employees, contractors and service providers (who do not hold monthly parking permits) must pay the daily/hourly fee to park in the garage.

b. Approval

NRC Headquarters Employees, contractors and service providers with permanent NRC photo-identification badges may park in the garage when space is available without prior approval by the ASC.

Contractors or service providers without permanent NRC photo-identification badges may only park in the garage when space is available with prior ASC approval. In providing this approval, the ASC shall obtain the prior concurrence of the Division of Facilities and Security.

The ASC will use the PMIS to electronically notify the Contractor of the identity of those individuals approved to park in the garage.

4. Fee Collection and Refunds

The maximum daily fee that may be owed, based on garage-entry time, shall be collected by the Contractor upon issuance of the permit. The following guidance is provided to clarify the calculation of this collection:

<u>TIME OF ENTRY</u>	<u>COLLECT</u>
12:45 p.m. and before	\$6.00 (\$3.00 for motorcycles)
12:46 p.m. to 1:45 p.m.	\$5.00 (\$2.50 for motorcycles)
1:46 p.m. to 2:45 p.m.	\$4.00 (\$2.00 for motorcycles)
2:46 p.m. to 3:45 p.m.	\$3.00 (\$1.50 for motorcycles)
3:46 p.m. to 4:45 p.m.	\$2.00 (\$1.00 for motorcycles)
4:46 p.m. to 5:00 p.m.	\$1.00 (\$0.50 for motorcycles)
5:00 p.m. to 6:00 p.m.	No charge

If the permit holder returns to the parking attendant's booth and indicates intent to leave and requests a refund in accordance with the above rate structure, the Contractor shall provide the refund after date/time stamping all copies of the permit. There shall be a 15 minute grace period before the next additional hour's fee is charged. Upon issuance of a refund, the Contractor shall update the PMIS system to reflect the amount of the refund.

The Contractor shall issue permits for the current day only except when employees state they will be on official travel. The Contractor shall reflect pre-payment for official travel by writing "T" followed by the dates, e.g. "T 11/28-30." The parking permit issued shall also indicate the dates paid. The ASC may approve exceptions for other pre-payment of Hourly/Daily parking on a case- by-case basis. The ASC will use the PMIS to electronically provide written notification to the Contractor of each exception approved.

The Contractor may issue Hourly/Daily permits at no charge to Monthly Permit holders who temporarily do not have monthly permits after verifying their current permit status. Refunds of daily parking fees may be made for the day a current monthly parking permit is purchased. Refunds of previous days daily parking fees may not be made.

Because replacement Monthly permits are unavailable after the 20th day of the permit month, the Contractor shall issue a single Hourly/Daily permit effective through the end of the permit month to permit holders who have lost their permits. These Daily/Hourly permits shall be completed with a red marker and reference the missing permit number.

The Contractor shall issue Hourly/Daily permits at no charge to carpool/vanpool members (other than the Monthly Permit holder) who temporarily do not have monthly permits after verifying the individual is included in the current carpool member listing provided by the ASC, and when the carpool member states that no other carpool member is parking a vehicle in the garage that day.

The Contractor shall update the PMIS system to reflect each permit transaction (issuance, fee collection, proration, refund, etc.) by 9 a.m. of the workday following the day the transaction occurred.

5. Official NRC Headquarters Vehicle Parking

The ASC will furnish the Contractor with a listing of official NRC Headquarters vehicles. The Contractor is not required to issue permits for these vehicles. These vehicles park in designated spaces in the OWFN and TWFN buildings.

6. Perimeter Road Parking

Parking is available at no charge on the perimeter road outside the TWFN building for visitors, contractors or service providers who do not work here on a regular basis (either full or part-time). Individuals parking on the perimeter road must register immediately on-site at the perimeter road (driveway) security guard booth located behind the OWFN loading

dock. The area near the Marineli Road entrance there are twenty spaces that used for either monthly or daily parking. Employees must have a valid month or daily parking ticket to park in this area.

VI. ACCOUNTING AND REPORTING REQUIREMENTS

A. CONTRACTOR INTERNAL CONTROLS

The Contractor shall establish internal management controls to ensure that all permits and funds are accounted for, that the procedures contained herein are followed, and that all parking-related transactions (permits issued, fees collected/refunded, etc.) have been promptly reflected in PMIS. These controls shall include the following:

1. Ensure all parking staff are fully trained in updating the PMIS, and in accounting requirements and procedures.
2. A comparison of permit sales report totals to actual cash receipts at the end of each day shall be performed.
3. A review of the record of parking permits issued in the PMIS shall be performed each day to ensure there are no breaks in the sequential-numbering order including continuance of the sequence from the prior day.
4. Staff shall be required to immediately report to management any fiduciary discrepancies.
5. Management shall perform a daily review of all fiduciary reports and immediately notify the ASC in writing of any discrepancies.

B. MONTHLY

The Contractor shall update the PMIS to document issuance of all monthly parking permits and monies collected during the monthly permit sales period (20th of each month that collection began through the 19th of the permit month) by 9:00 a.m. of the workday following the day in which the permit was issued.

The Contractor shall annotate the record in the PMIS if any payment was made using a name other than the individual listed in the PMIS as being approved by the ASC for purchase of a parking permit. The amount collected from each individual shall be recorded by the Contractor in the PMIS. The Contractor shall ensure that the record in PMIS accounts for all permits issued, including those permits issued at no cost to the recipient, e.g. replacement permits.

Within two working days following each monthly permit sale period, the Contractor shall provide to the ASC a memorandum accompanied by all permits not issued for that month entitled "Report of Unissued Monthly Permits". The ASC will sign a receipt accepting the unissued permits. The ASC will then destroy the permits. In the Report of Unissued Monthly Permits the Contractor shall include a written statement signed by the Contractor's management explaining any voided or

missing permits from the sequential order.

C. DAILY/HOURLY

The Contractor shall account in the PMIS for all permits including any missing from the sequential-numbering set. The Contractor shall carry over from day-to-day the permits in sequential-numbering order. The Contractor shall not possess or acquire more than one set of identically-numbered permits nor shall the Contractor fabricate replacement of permits.

The Contractor shall use the PMIS to document issuance of all Daily/Hourly parking permits and monies collected during the day. All information recorded shall be legible and accurate including the correct spelling of names. The Contractor shall document in the PMIS all free parking provided to Non-Headquarters NRC employees by annotating "Reg" in the NRC block of the PMIS record under ORGANIZATION NAME. The Contractor shall document Daily/Hourly parking permits issued to Monthly Permit Holders or Carpool Members who temporarily do not have their permit by annotating the "Other" block in the PMIS record with "MP" (monthly permit) or "CP" (carpool), respectively. By 9 a.m. of the following workday, the Contractor shall provide the ASC a daily parking certification entitled "Daily Permit Certification", which includes a copy of all daily parking permits issued the previous day and a written statement signed by the Contractor's management explaining any voided or missing permits from the sequential order.

The Contractor shall update the PMIS to reflect all parking transactions processed each day by 9:00 a.m. of the following workday.

D. REIMBURSEMENT OF FUNDS COLLECTED TO THE NRC

Within five working days after the monthly permit collection period, (20th of each month that collection began through the 19th of following month), monies collected by the Contractor in excess of the Contractor's monthly rate of payment shall be reimbursed to the NRC cashier in the form of a certified check or cashiers' check payment to the U.S. Nuclear Regulatory Commission. The number of this contract shall be cited on the check. Concurrently with the payment the Contractor shall submit a schedule of parking collections entitled "Monthly Parking Collection Statement", (see Exhibit No.1) to document the date, monthly permit collections, gross, refunds and net daily collections, total collections, less adjustments, the Contractor's monthly payment, and the amount due to NRC. **All revenues reported on this schedule must equal the collections reported by the PMIS for the same period.** Any adjustments shall be supported by a separate statement signed by the Contractor management and attached to the monthly statement. One copy each of the Monthly Parking Collection Statement shall concurrently be submitted to the PO, CO and ASC.

E. GARAGE MANAGEMENT AND COLLECTION OF DELINQUENT PAYMENTS

1. Permit Inspections

The Contractor shall monitor vehicles entering the garage to ensure only vehicles with valid permits are permitted to park. The Contractor shall conduct visual inspections of the

parking garage at least twice daily to identify those vehicles parked without a valid parking permit, including those which entered the garage before the garage operation hours.

The Contractor shall separate duties between individuals issuing permits and conducting inspections to identify violations. For example, the parking attendant responsible for opening the garage at 6:00 a.m. should perform the inspection of the garage in the afternoon. The later reporting parking attendant should perform the morning inspection.

When the Contractor discovers a vehicle parked in the garage without a valid parking permit, the Contractor shall contact the vehicle owner to request immediate payment for an applicable parking permit. In the event that the collection of delinquent payments is not made before the end of the that day's garage operation hours, the Contractor shall proceed with the collection on the next day or until such payment is made. Should the Contractor be unable to identify the driver of the vehicle to seek restitution, the Contractor shall notify the PO and ASC and issue a warning violation stating that parking in the garage in the future without a valid permit could result in towing of vehicle. The surname of the Contractor employee issuing the violation shall be placed on the notice.

2. Other Violations

The Contractor shall ensure that NRC Parking Garage Permit Holder Procedures, as contained in Exhibit 2, are implemented at all times. The Contractor shall conduct visual inspections at least twice daily to identify those vehicles parked in violation of the NRC Parking Garage Permit Holder Procedures. For such vehicles, the Contractor shall contact the permit holder and/or vehicle owner to request immediate correction of the violation. After two contacts (telephone calls or E-mail notices) to the permit holder and/or vehicle owner within two hours, the Contractor shall place a parking violation notice on the windshield of the vehicle and place a call to the ASC to report such violation. The surname of the Contractor employee issuing the violation shall be placed on the notice.

3. Daily Parking Violation Log

The Contractor shall use the NRC's Daily Parking Violation Log (see Exhibit 3) to document all parking violations, including any unpaid parking, committed during the day. A copy of the Daily Parking Violation Log, accompanied by copies of all violation notices, shall be submitted to the PO by 9:00 a.m. the following work day. The PO will furnish copies to the QA Section and ASC. For those days where no parking violations were committed, the Contractor shall so state such information on the Parking Violations Log.

4. Parking Space Vacancies

The Contractor shall provide weekly reports on how many spaces are available in the garage. This compilation of vacant spaces can be performed during the a.m. and p.m. inspections of the garage. The report must include the date and time the inspection was completed and the number of vacant spaces shall be specified by building, i.e. OWFN and TWFN garage.

VII. REVIEW OF PARKING REPORTS

A. General

The ASC will review all information entered into the PMIS by the Contractor and all written documentation furnished by the Contractor for accuracy. Each deliverable will be annotated to show the ASC person completing the review and the date.

The ASC will maintain a daily file of all direction given to the Contractor regarding parking.

B. Daily/Hourly Parking Garage Permit Records

Generally, the ASC staff will perform the following daily reviews of the written documentation received from the Contractor and the information entered into the PMIS by the Contractor:

1. Perform a visual check of permit numbers for any breaks in sequence, compare with PMIS entries, and review any written statement explaining voided permits or permits missing from the sequential order. Verify that the statement has been signed by the Contractor's Facility Supervisor or Technical Supervisor.
2. Perform visual check of the net and grand totals of monies reported by the Contractor in the PMIS. Add the net collected column to verify correctness of total collected.
3. Review at least 10 entries at random to identify discrepancies in the amount collected including refunds and verify that all individuals who should have been charged for parking paid. If any discrepancies are found in sampled entries, all entries for that day shall be reviewed.

C. Monthly Parking Permit Records

The ASC will perform the following reviews of the information entered into the PMIS by the Contractor on a monthly basis:

1. Verify there are no breaks in sequential-numbering of the permit assignments.
2. Verify the accuracy of the fee collected for each permit holder.
3. Verify the total amount of funds reported is correct based upon the individual entries.
4. Match the total number of permits issued against the total number of permits authorized for purchase. Send E-mail to non-purchasers (according to the records in the PMIS) asking them to notify ASC immediately if permit was purchased.

D. Schedule of Parking Collections

The ASC will perform the following reviews within 3 working days of receipt:

1. For each date:
 - Review the Daily Collected column, less Refunded column, and verify Net column amount.
 - Review the Daily Net column and Monthly Permits column and verify it equals Total Collections column.
2. Verify that the total Monthly Permits collections equal the amount recorded in the PMIS for the same period.
3. Verify the accuracy of the Total Collections which is the total of the Net daily collection column and the total Monthly Permits collection columns. Also, review daily Total Collections columns and verify Total Collections for the report.
4. Verify the total amount of Contractor fee by checking the contract.
5. Verify the accuracy of amount due the NRC.

E. Receipt of Funds

1. Compare amount due from Schedule of Parking Collections to the copy of check provided by the Contractor for accuracy.
2. Verify through E-mail that the NRC cashier has received the check from the Contractor in the correct amount. Provide copy to the Senior Budget Analyst, Office of Administration.

F. Reporting Discrepancies

All discrepancies found in conduct of the above reviews and any other deficiencies or issues found regarding accounting for permits or fiduciary transactions by the Contractor will be reported as soon as they are discovered by the ASC to the Contracting Officer (CO) with copies to the Project Officer (PO). The report should clearly and specifically state the discrepancies found.

The CO shall review the report of discrepancies, resolve any differences or questions discovered in this review, and notify the Contractor in writing of the discrepancies. The CO shall ensure that the Contractor responds in an appropriate time-frame and the CO shall take remedial and contractual actions as necessary.

The PO shall use the information from the reviews in preparing recommendations to the CO for any monetary deductions in accordance with contract provisions for failure to perform required parking management services.

VIII. QUALITY ASSURANCE REVIEWS OF GARAGE

The Division of Facilities and Security (DFS) is responsible for scheduling and conducting garage quality assurance inspections. These inspections will include random checks to ensure the following:

- All vehicles have valid permits except for official NRC vehicles;
- Daily/Hourly permits are within the sequential number block for the day of the review;
- Vehicle matches permit information recorded by the Contractor; and,
- Contractor is enforcing provisions of the NRC Parking Garage Permit Holder Procedures.

These inspection reports are provided to the Project Officer and are used for evaluation Contractor's performance.

IX. CONTRACTOR AND GUARD PARKING

The Guard contractor is allocated one monthly permit in the garage at no cost.

The Guard Contractor will furnish the ASC with the name, tag number, make of vehicle, and monthly permit number assigned to the employees who will be parking in the garage each month at no cost. This information shall be furnished to the ASC and QA Section by the first working day of each month. The ASC will furnish guard contractor permit holder information to the Contractor. This individual permit assignment shall be recorded in the Monthly Permit Parking Report.

X. RETENTION OF RECORDS

The Contractor shall retain all parking records until this contract is closed and appropriate audits completed (a minimum of three years after end of the period of performance). The NRC will retain parking records in accordance with NRC and Federal retention schedules.

XI. DISTRIBUTION OF SAFETY INFORMATION

When provided by the Project Officer, the Contractor shall give "Safety Tips" handouts to individuals purchasing Daily and Monthly Permit holders.

**NRC PARKING
GARAGE
PERMIT
HOLDER
PROCEDURES**

March 27, 2006

NRC PARKING GARAGE PERMIT HOLDER PROCEDURES

SAFETY

Garage safety is everyone's responsibility. The White Flint North complex contains a childcare facility, please drive gently. Here are some garage safety tips:

- A. Turn on lights while in garage
- B. Obey 10 MPH speed limit
- C. Give right-a-way to pedestrians
- D. Be courteous to fellow drivers
- E. Watch for children

HANDICAP PARKING

Individuals with disabilities have been assigned specific parking spaces in the WFN garage. Other permit holders must not park in these designated spaces.

GENERAL

The NRC Administrative Services Center (ASC) is responsible for parking management, including receiving and approving applications. The ASC is located in One White Flint Room 2B2, 415-4272(4ASC), email: ASC. Issue of permits and daily parking operations are performed by NRC's facility management contractor. ASC staff is designated authority to provide technical direction to the contractor regarding parking.

The daily operating hours of the parking garage are 6 a.m. to 6 p.m., Monday through Friday, excluding Federal holidays. The Contractor does not perform the parking garage management service beyond the daily operating hours will be able to do so by showing their NRC security badge to the security officer located at the driveway security guard booth. When leaving, sound horn, and security will open the door.

DAILY/HOURLY PARKING

Employees parking in the garage is available from 6 a.m. to 6 p.m., Monday through Friday, by permit purchase. Daily parking permits are sold only to NRC employees on Tuesdays, Wednesdays, and Thursdays beginning at 6 a.m. Contractor staff will not be allowed to purchase daily parking permits on these days during the hours of 6 a.m. to 3:00 p.m. There is currently no limit on the sale of daily parking permits for both NRC employees and contractor staff on Mondays and Fridays.

Daily parking permits may be purchased from the parking attendant when entering the garage on a space available basis, \$6 per day, \$1 per hour. The daily rate for motorcycles is \$.50 per hour with a \$3.00 maximum daily rate. The maximum fee is collected upon issue of the permit, and refunds will be given if necessary at time of departure. Between the hours of 3 p.m. and 5:00 p.m. hourly parking will be available for both NRC employees and contractor staff at the rate of \$1.00 per hour. Employees may use the garage after operating hours at no charge. There is a 15-minute grace period before the hourly charge is assessed. No fee will be assessed for vehicles entering the garage after 5:00 p.m. This will allow employees who are not parking daily in the garage, who maybe working late, to relocate their vehicles into the garage for personal safety.

MONTHLY FEES

Fees are charged to all motorized vehicles. Bicycles may park free of charge in designated area. The regular monthly parking fee is \$60, \$35 for operations officers, and \$30 for motorcycle parking (limited to designated areas for motorcycle parking).

A proration of fees will not be given to individuals who submit tardy applications; however, the ASC may make exceptions to include new Headquarters employees or when an administrative error or delay deprives a full month parking benefit. Other prorations and refunds are approved by the Chief, Administrative Services Center (ASC) on a "case by case" basis due to special circumstances beyond the permit holder's control, e.g., extended illness. The permit holder must submit the request for proration or refund in writing to the Chief, ASC.

Parking fees may be paid by cash, check or money order. The fee for returned checks is \$25.00.

APPLICATION PROCEDURES

A. General

Parking permit applications should be completed and returned to the Administrative Services Center by the 15th day of the month before the month of parking is desired. When the 15th of the month falls on a weekend or holiday, the application should be submitted the preceding workday. Employees who have valid permits, who have paid their fees, and whose eligibility criteria have not changed, need not reapply.

B. Employees with Disabilities

An application submitted by an employee with a disability must be accompanied by a certification from the employee's physician and will be reviewed by the NRC Health Center prior to approval.

Criteria

A handicap parking space may be assigned to an employee who has permanent or temporary handicap/disability.

- **Definition/Description of a Permanent Handicap**

The Permanent loss of use of one or both legs or arms, inability to move at any time without the aid of crutches, wheelchair, or other mechanical devices, severe lung disease, permanent impairment of both eyes; or a permanent physical disability which substantially impairs mobility and is so severe that the individual would endure a hardship or be subject to a risk of injury if the parking privileges accorded were denied.

- **Description of a Temporary Handicap**

A handicapping condition is one that may restrict one's mobility, is expected to exist for a predictable period of time, and can be certified by licensed physician. A temporary disability may include, but is not limited

to: recovery from foot surgery, undergoing special medical treatment (e.g., chemotherapy), or undergoing a difficult pregnancy.

PROCEDURES

1. Employee must complete all applicable sections of NRC Form 505A "Application for Handicap Parking Permit." Be sure to identify whether you are applying for a permanent or temporary handicap space.
2. Employee's physician must complete and sign the disability certification portion of Form 505A, providing the following information:
 - Indication of whether the applicant requires a permanent or temporary handicap space.
 - Diagnosis and why it warrants assignment of a handicap parking space.
 - Prognosis with estimate of time to recover from disability.
3. Employee must submit the application to the Administrative Services Center (ASC) for processing.
4. ASC will submit the application to the NRC Health Center physician for review and Approval prior to assignment of a handicap parking space. (The employee must supply medical information to be reviewed by the NRC Health Center physician Because the Health Center physician may not use any medical information that is Located in an employee's file in the Health Center for this purpose.) Approval or disapproval will be based solely on the medical information provided when applying for handicap parking.
5. ASC will notify the employee of the approval status of his/her application after receipt of the application from the NRC Health Center physician. The ASC will instruct the employee on the appropriate placement of the handicap parking sticker in the vehicle.
6. ASC will notify the applicant electronically before the established expiration date of the handicap permit.
7. A temporary handicap parking permit will not be extended without supplemental documentation from the employee's physician and approved by the NRC Health Center physician. The applicant's physician must certify that the diagnosis is still valid and that an extension is required. The physician also must specify the additional period of time that the handicap parking space will be needed. The updated certification from the employee's physician will be reviewed by the NRC Health Center physician.

C. Unusual Hours

An application for priority parking privileges because of unusual work hours must be accompanied by a memorandum from the employee's Office Director to the Director of Human Resources, that justifies the request. The application and justification will be

reviewed and concurred by the Director, Office of Human Resources.

D. Operations Officers

The Director, NSIR, will provide the ASC with updated listings of operations officers whenever personnel changes occur. Operations officers will indicate on permit applications that they are applying for parking as operations officers.

Changes in Parking Status

Permit holders will submit a revised application to the Administrative Service Center immediately if there are any changes in their parking application. These changes include: number or name(s) of carpool participants; type of permit required; or no further requirement for a parking permit. Failure to notify the Administrative Services Center may result in suspension of parking privileges.

Assignment of Spaces

Parking spaces not required for official use will be allocated for employee parking using the following order of priority. Current permit holders have no priority over new applicants.

1. Employees with disabilities
2. Executive personnel and employees with unusual work hours (not to exceed eighty-five spaces)
3. Rideshare (carpool/vanpool) (Priority will be determined by the number of regular members, with the greatest number having the highest priority)
4. Operations Officers
5. Child Care Center, Cafeteria, New Reg Café, Energy Federal Credit Union, MD Blind Industries Sundry Store, Health Care Center, Fitness Center, commercial facilities operations contractor, facilities custodial contractor (one space each)
6. Other privately-owned (single occupant) vehicles of employees. A priority list will be prepared every three months (quarterly: January-March, April-June, July-September, October-December) based upon employee's service time with the NRC including Atomic Energy Commission (AEC), with employees having the greatest service time appearing at the top of the list. Employees on this list will not be "bumped" by new single occupant applicants during the quarterly period unless they fail to purchase a permit. Employees that have AEC service time and/or prior periods of NRC service must provide documentation of the service time with their application if they want that service time credited toward parking priority.
7. NRC Contractors or service providers who work in the White Flint Buildings with approved permanent security badges.
 - (a) Applicants with disabilities have first priority based upon application date.
 - (b) The remaining number of spaces available for each organization will be determined by

random draw conducted by the ASC. Each contractor/service provider communicates to the ASC which of its employees should be granted permits based upon this availability.

Permit Pick-Up

1. Electronic notices will be sent to all approved applicants each month. Permits may be picked up at the Commercial Facility Management Contractor's office on Level P3 of the OWFN garage, on the first work day after the 20th day of the preceding month.
2. Individuals are requested to purchase permits by the last day of the calendar month preceding the permit month. When a waiting list of permit applicants exists, the ASC may cancel approval for individuals who have not purchased their permits, and approve waiting list applications.
3. Multiple permits will not be issued to vanpool/carpool members. If a permit holder is on official travel, leave, or absent for any reason, it is his/her responsibility to ensure that payment is made promptly and that permits are picked up within the time frames designated. Parking permits are not transferable; however, permits may be passed to other carpool members by the permittee when the permittee is absent from the office.

Parking Garage Rules and Information

1. A one-way traffic pattern will be used to enter and exit the garage. All vehicles must enter the garage from One White Flint North and exit via Two White Flint North during normal work hours. After 9:00 p.m. all traffic must exit via the One White Flint North building. An exception is made for tall vans to enter the garage via Two White Flint North due to low ceiling clearance. Tall vans must exceed 6'6" height in order to park in the tall van spaces.
2. Vehicles must be parked in accordance with the procedures established in this paragraph and instructions by the parking attendant. Drivers must comply with all posed directional signs and operate vehicles in a safe manner.
3. Drivers will be required to display their parking permit when entering the parking garage. If parking permit has been misplaced, stop at the parking attendant's booth to obtain a temporary permit for the day.
4. Carpool members must complete the inbound trip to the NRC garage facility to be considered members of the carpool. Holders of carpool parking permits may be questioned about the whereabouts of other member of the carpool if the driver arrives without passengers. Confirmation of membership may be required from other members of the carpool.
5. Motorcycles must park in designated areas.
6. Bicycles must park in designated areas and may not be transported on elevators or in stairwells, nor may they be parked in offices.
7. The speed limit in the garage is 10 m.p.h.
8. Headlights must be on while in the garage.

9. Drivers must yield right-of-way to vehicles that are parking and to pedestrians.
10. Parked vehicles must be locked. Keys and personal items should not be left in vehicles.
11. Permit holders must, when parking, observe the dividing lines and not infringe on the adjoining space.
12. Permit holders may not park in spaces designated for visitors or people with disabilities, or in other reserved spaces.
13. When feasible, vehicles should park front end in.
14. The ceiling height at the garage entrance and throughout the garage is 6'6", unless otherwise posted.
15. After Hours Parking: The operating hours of the garage for NRC employees are 6 a.m. to 6 p.m. Individuals with permanent security badges who are working late may enter the garage after 5 p.m. at no charge for personal safety reasons.
16. Any NRC employees wishing to gain entrance to the garage after it is closed for the evening or on a weekend or holiday may do so by showing their NRC security badge to the security officer located at the garage entrance. When leaving, sound horn, and guard will open door.
17. Visitors' Parking: There are eight official parking spaces in the One White Flint garage limited for visitors of the Executive Director for Operations and Commissioners. The ASC registers these visitors with the parking attendant.

There is no cost NRC visitor parking along the perimeter road at Two White Flint North. Visitors must register with the security guard at the Two White Flint North loading dock kiosk. Parking is available on a first come first serve basis. Employees, contractors, and service providers who work in the building may not park in visitor parking spaces. These spaces are monitored and violators will be towed.

18. Liability: The government is not responsible for any loss or damage to vehicles or its contents parked in the garage.
19. Reporting Damages: If a driver strikes another vehicle in the parking garage, the driver must stop and check for any damage to either vehicle. If the other vehicle is damaged, the driver must notify the parking attendant on duty, provide pertinent written information about the accident, and contact the driver of the damage vehicle.
20. Penalties:
 1. Failure to comply with the policies and procedures set forth in these guidelines may result in suspension of parking privileges.
 2. Falsification of applications for parking permits will result in an automatic suspension of parking privileges for at least one year.

3. Any vehicle parked in an improper space or area e.g., official and disability, is subject to a fine or being towed at the owner's risk and expense.
4. Any vehicle not displaying a permit will be subject to parking ticket issued by the Federal Protective Service or NRC security personnel, a notice of violation issued by the Parking Management Contractor, or subject to being towed.