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

1. REQUISITION NO. 10-08-374
PAGE 1 OF

2. CONTRACT NO. NRC-10-08-374
3. AWARD/EFFECTIVE DATE SEP 1 4 2008
4. ORDER NO.
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Brandi K Hamilton
b. TELEPHONE NO. (No Collect Calls) 301-492-3614
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
NAICS:
SIZE STANDARD:
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

16. ADMINISTERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Division of Contracts
Contract Management Branch No. 1
12300 Twinbrook Parkway MSC TWB-01-B10M
Rockville MD 20852

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
OTIS ELEVATOR COMPANY

10 FARM SPRINGS RD

FARMINGTON CT 060322577
TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE 3100
Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide the U.S. Nuclear Regulatory Commission with services in accordance with the attached Statement of Work entitled "Elevator Operation and Maintenance/Repair - One White Flint North Complex" Type of Contract: Firm Fixed Price Period of Performance: September 22, 2008 - February 28, 2009 with four (4) one year option periods. SEE SECTION B.1, SCHEDULE OF SUPPLIES/SERVICES ADDENDUM ARE ATTACHED.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
B&R: 84015-5AA303 JCN: R0124 BOC: 254A APPN: X0200
Obligated Amount: $89,493.00 DUNS No.: 001534676

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $89,493.00

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Paul Bloom RGM
30c. DATE SIGNED 9-20-08
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JEFFREY L. MCDERMOTT CONTRACTING OFFCIER
31c. DATE SIGNED 9/18/08

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITIONS NOT USABLE
STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE NOV 05 2008

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL / FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 SCHEDULE OF SUPPLIES/SERVICES

B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1		1.00	LOT	$89,493.0000	$89,493.00
	ELEVATOR OPERATIONS AND MAINTENANCE				
	FUNDING/REQ NO: 1:		$89,493.00	10-08-374	

GRAND TOTAL --- $89,493.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER		AMOUNT
1	B&R-84015-5AA303-JCN-R0124-BOC-2	10-08-374	P	$89,493.00

PERIOD OF PERFORMANCE	PRICING PER MONTH	PRICING PER YEAR
BASE PERIOD (5 months) September 22, 2008 through February 29, 2009	$15,802.52	$83,753.36
POTENTIONAL FOR INCENTIVES	$750.00	$3,750.00
OPTION YEAR ONE (12 months) March 1, 2009 through February 28, 2010	$15,802.52	$189,630.21
POTENTIONAL FOR INCENTIVES	$750.00	$9,000.00
OPTION YEAR TWO (12 months) March 1, 2010 through February 28, 2011	$16,197.58	$194,370.96
POTENTIONAL FOR INCENTIVES	$750.00	$9,000.00
OPTION YEAR THREE (12 months) March 1, 2011 through February 29, 2012 (leap year)	$16,602.52	$199,230.24
POTENTIONAL FOR INCENTIVES	$750.00	$9,000.00
OPTION YEAR FOUR (12 months) March 1, 2012 through February 28, 2013	$17,017.58	$204,210.99
POTENTIONAL FOR INCENTIVES	$750.00	$9,000.00
TOTAL	$85,172.72	$910,945.76

SECTION C - CONTRACT CLAUSES

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

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

http://www.acquisition.gov/far/index.html

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (4) [Reserved]

[] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

[] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

[] (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C 632(a)(2)).

[X] (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

[X] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[X] (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[X] (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

[] (ii) Alternate I (Aug 2007) of 52.222-50.

[] (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)

[] (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[] (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

[] (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

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

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

[] (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

C.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 60 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 four years and five months.

C.5 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employee, subcontractor employee, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following:

(a) felony arrest in the last seven years; (b) alcohol related arrest within the last five years; (c) record of any military courts-martial convictions in the past 10 years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of arcotics or other controlled substances in the last seven years; (e) delinquency on any federal debts or bankruptcy in the last seven years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the pre-screening signed record or review shall be supplied to FSB/DFS with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of FSB/DFS. When an individual receives final access, the individual will be subject to a review or reinvestigation every five years.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days 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 FSB/DFS, 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 shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

FSB/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 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that FSB/DFS 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.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or su bcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

C.6 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 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.

C.7 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Arnold DeVille

Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike T-D24
Rockville, MD 20852

Telephone Number: 301-415-6743

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997

C.8 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)

C.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(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.

C.10 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

STATEMENT OF WORK

STATEMENT OF WORK

D.1 PROJECT TITLE

Elevator Operation and Maintenance/Repair - One White Flint North

D.2 BRIEF DESCRIPTION OF WORK

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

D.3 ELEVATOR SERVICE

All elevator services as required herein shall be regarded as basic contract services. Basic services shall be provided 365 days a year, 24 hours a day. There are six main elevators responding to calls on floors P3 through 18 in NRC's One White Flint North Building. The Contractor shall maintain these six elevators in a safe operating condition and at a level which shall preserve the equipment and systems in an unimpaired operating condition, i.e., above the point where deterioration will begin thereby diminishing the normal life expectancy of the equipment and systems.

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

When maintenance or repair work is to be done which requires opening or dismantling of elevator components and equipment, the Contractor shall provide the Project Officer (PO) with advance notice of the need for the work at least 24-hours before the work is to begin. The written advance notice shall include an explanation of the need for the maintenance, a definite date and timeframe that the work is proposed to be performed, so that the PO may be available to inspect the components and equipment before, during and after the work is performed. All such work shall be performed after normal NRC hours (Normal hours should reflect Monday - Friday starting at 5:00 am through 7:00 pm).

If the Contractor has to, for whatever reason, change the pre-established date and time-frame for the repairs, the Contractor shall immediately notify the PO verbally and follow up in writing within 24-hours with a revised date and time. The Project Officer reserves the right to be available during the Contractor's performance of maintenance or repair work and shall advise the Contractor each time of the PO's intention to be present during performance of the work. Whenever it becomes necessary to remove elevator components, equipment, and or elevators from service for the purpose of dismantling, repair and/or maintenance, the Contractor shall first obtain the PO's written approval. Upon receipt of the PO's approval, and prior to initiating maintenance or repair of the elevator, the Contractor shall place "Out of Service" signs at each landing that the elevator serves. If emergency repairs are needed, notification is to be provided to the PO or designated official immediately (verbally) and follow up in writing with a description of the basis for the need for the repairs and actual maintenance work performed within 30 minutes after completion of repairs. All maintenance, adjustment, repairs, or tests which require the elevator to be taken out of service shall be performed Monday through Friday between 6 pm and 6 am and at anytime on weekends and holidays.

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

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

An on-site mechanic may be required for elevator service during special events at the OWFN facility. NRC will provide a minimum of two hours advanced notice to the Contractor prior to the start-time for these services to begin performance.

D.4 PERSONNEL REQUIREMENTS

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

To ensure that the NRC PO, and any designated official (NRC Security Guards) are familiar with the procedures for taking the elevators "out of service", the Contractor shall provide onsite training at the NRC location in the operation of these elevators for personnel designated by the NRC PO. This onsite training requirement will not exceed a total of 40-hours per year of onsite Contractor effort.

The NRC Security Guards or any other designated trained individual will only take direction from the PO for taking any elevator out of service, or "locking off" an elevator to run on "independent service". The PO will designate who will be trained to lock off elevators.

ATTENTION:
NO ONE, OTHER THAN A CERTIFIED OTIS TECHNICIAN, WILL BE ALLOWED TO REMOVE TRAPPED PERSONNEL FROM AN ELEVATOR IN OWFN.

D.5 INSPECTION AND TESTS

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

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

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

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

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

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

D.5.1 Five Year Governor Safety and Buffer Test (During Option Year Three)

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

displayed in the appropriate compartment in the corresponding elevator(s).

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

D.5.2 Annual Elevator System Evaluation

a. Within sixty (60) days after the effective date of the contract, and on an annual basis thereafter (upon the NRC's exercise of each option to extend the period of performance), the Contractor shall conduct an annual evaluation of the entire elevator system, to be performed by a factory engineer or adjuster who has been factory-trained. Within fifteen (15) days after completion of the evaluation, the Contractor shall provide a written report to the PO which certifies that all components and systems are operating at peak performance and as originally designed.

The report shall include the following:
(1) Otis, or comparable, "Computer-Check" analysis;
(2) brake to brake flight times;
(3) door operating speed (open and closing) and pressure;
(4) door operating times (Stand Open/Transfer Time); and
(5) actual conditions as compared to "designed" performance.

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

D.5.3 Service Calls for Repairs

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

For emergency calls, the Contractor's elevator mechanic shall respond to the elevator in question within thirty (30) minutes of notification from the PO or designee. The PO or other NRC designated official will contact the Otis Hot Line (1-800-233-6847), provide the Building Code (NPW-191699), and address (11555 Rockville Pike). Within fifteen (15) minutes of the NRC representative contacting the Otis Hot Line to report the problem, the Contractor shall call the NRC contact back to inform NRC of the Estimated Time of Arrival (ETA) of the Contractor's personnel responding to the call. The 30-minute clock begins when the NRC representative contacts the Otis Hot Line. Any delays outside the Contractor's control will be considered by the NRC Contracting Officer before taking deductions (e.g., technician could be delayed in traffic due to rush

hour or inclement weather conditions), or in the middle of another emergency entrapment in another building. Upon arrival at the NRC OWFN site, the elevator mechanic shall correct the problem immediately, if possible. If however the work cannot be completed because of circumstances beyond the fault or control of the Contractor, the Contractor and PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the NRC Contracting Officer may issue a unilateral decision designating the required time-frame for completion of repairs. "Emergency Calls" shall include but not be limited to entrapments, erratic elevator performance which threatens the health and safety of passengers, and erratic performance which could cause damage to the elevator components and systems.

D.5.4 Routine Service Calls

At all times the Contractor's elevator mechanic shall respond to the NRC OWFN location to perform maintenance for "Routine Calls" for elevator service within two (2) hours of notification from the PO or designated official. All elevator service calls, other than those in C.5.3 above, shall be regarded as "Routine Calls". Upon arrival at the NRC OWFN site, the elevator mechanic shall correct the problem immediately, if possible. If however, the work cannot be completed because of circumstances beyond the fault or control of the Contractor, the Contractor and PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the Contracting Officer may issue a unilateral decision on the time-frame for the completion of repairs. The Contractor shall not be liable for loss, damage, or delay due to any cause beyond the Contractor's control, e.g., acts of Government, labor disputes, fire, explosion, theft, weather, flood, earthquakes, riots, civic commotion, war, vandalism or acts of God. Examples of "Routine" Service Calls are inoperable hall button lights, elevator car lights, etc.

D.6 PREVENTIVE MAINTENANCE

The Contractor shall maintain the elevators to ensure that the maximum number of elevators are always available for use. All preventive maintenance shall be accomplished after NRC's regular working hours (weekends, starting after 12:00 am - 10:00 pm (note: during this period no more than two elevators shall be taken out of service at a time for PM maintenance).

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

Elevator preventive maintenance shall, as a minimum, include the following:

a. A schedule to accomplish preventive maintenance. The Contractor shall use guide cards for elevator maintenance scheduling from GSA's Buildings Maintenance Management Handbook PBS P 5850.1B and in conjunction with respective equipment

manufacturers' recommendations. Where the Contractor deviates from the GSA's Handbook standards, an explanation for the deviation is required, and if accepted, the Contractor's system will take precedence. In the event guide cards are not available for a specific piece(s) of equipment, the scheduling of preventive maintenance shall be in accordance with respective manufacturers' recommendations and/or in accordance with the best practices of the industry.

b. Develop, use and properly maintain a maintenance check chart for each elevator. The check charts shall be posted in the respective elevator machine room. Entries for each chart shall be made by the Contractor to indicate the status of all scheduled items of maintenance performed, and initialed for validity. Copies are to be provided to the PO on a monthly basis (within three work days following the month the maintenance was checked).

c. Complete GSA Forms 1-738, "Preventive Maintenance Control Cards", or approved substitute forms as soon as preventive maintenance work specified on each Preventive Maintenance Guide is completed. Copies are to be provided to the PO within 24 hours of completion of the work.

d. Maintain the original contract speed for each elevator cart, in feet per minute, and the original performance time, which includes acceleration and retardation, as designed and installed by the manufacturer. The Contractor shall also perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.

e. Examine, equalize tension and lubricate, as required, all hoisting ropes. The Contractor shall shorten and/or renew all hoisting ropes, compensating rope(s), safety drum and governor ropes, and all other wire ropes, pursuant to ANSI A17.1 Red rust (rough) shall be cause for renewing ropes, as may be determined by established code compliance. The NRC reserves the right to have the Contractor shorten hoisting ropes in the event run by clearances between counterweight buffer and striker plate become less than six inches. The NRC also reserves the right to have the contractor maintain the governor tension sheave(s) at an acceptable minimum to keep from bottoming out. The Contractor shall maintain all buffer piston(s) and guide rails (car and counterweight) free of rust where roller guides are used and properly lubricate where sliding guides are reinstalled. NRC reserves the right to have Contractor coat all buffer piston(s) and guide rails with "Prussian Blue" (dye), without additional cost, where appropriate to prevent oxidation.

f. Inspect all elevator-related equipment and system(s) including all equipment areas to ensure peak performance. The Contractor shall replace defective receptacles, light fixtures, light sockets, burned out lamps, signal lights and accessory equipment, and fluorescent tubes as soon as they are found. Incandescent hatchway and pit lighting shall be 130 volt maximum, 60 watts.

g. Check all telephone conductors within the hatchway and the elevator cab

biweekly with deficiencies reported immediately to the PO.

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

D.6.1 Repairs

A repair is defined herein as work required to prevent a breakdown of the elevator system, or the restoration of service after a breakdown occurs. Additionally, a repair is defined as all architectural and structural maintenance and repair services which will prevent damage and premature deterioration to architectural and structural elevator components. All costs for repairs are included in the basic contract price. The Contractor shall identify required repairs through an established inspection program, and report such repairs to the PO with a completion schedule. In addition, upon receipt of a Work Request ticket from the PO, the Contractor shall perform all repairs identified therein. All repairs which require taking elevators out of service to prevent a breakdown shall be accomplished after NRC's regular working hours (After hours begin are from 7:00 pm - 5:00 am). All repairs to restore service after a breakdown occurs shall be accomplished immediately in order to put the elevator back in service expeditiously. All parts and materials required for repairs are included in the fixed price of this contract. Repairs not covered by the maintenance contract will be any items malfunctioning due to vandalism, misuse of equipment, abuse, or accidents by persons not in the Contractor's employ, and anything else which is beyond the control of the elevator contractor.

D.6.2 Quality Control Requirements

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

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

The quality control requirements include the following:

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

b. The methods and standards for identifying and preventing substandard or faulty performance of the various services required under this contract before the level of performance fails to meet performance standards.

c. The nature of remedial action to be taken in specified situations, the period of time within which such action will be taken, and the plans for re-evaluation to assure compliance with the performance requirements of the contract.

d. The methods to be used to ensure proper inspection of work performed at all times.

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

D.7 REPORTING REQUIREMENTS

All forms for reporting requirements shall be approved by the NRC Project Officer prior to the Contractor using the form. The Contractor shall submit the following reports regarding elevator service:

a. Five (5) days prior to the beginning of each month the Contractor shall submit for PO approval a monthly schedule of planned preventive maintenance. The schedule shall identify individual equipment with the date and time of the planned preventive maintenance.

b. Within 24 hours after preventive maintenance has been completed, the Contractor shall provide in writing to the PO a preventive maintenance certification report. The report shall list the preventive maintenance completed, the date completed, deficiencies discovered while performing the preventive maintenance and action taken to correct the deficiency. If no deficiencies are discovered, a written negative report shall be submitted.

c. Within five (5) days after the end of each month, a monthly service call report indicating all service call work performed for each elevator shall be submitted to the PO. This report shall include, as a minimum, the following information:

(1) date and time the Contractor received the service call from the PO or designee;
(2) type of service requested from the PO;
(3) location (floor) where the problem occurred;
(4) number of elevator;
(5) date and time the elevator mechanic arrived at the elevator;

(6) the name of the mechanic;
(7) description of the problem and the corrective action taken;
(8) date and time the elevator was returned to service; and
(9) amount of time required to correct the problem.

d. Within ten (10) working days after the end of each month, a monthly progress report indicating all preventive maintenance work performed for each elevator shall be submitted to the PO. This progress report shall include a consolidated list of all deficiencies corrected during the reporting period. Also, a copy of the Preventive Maintenance Control Cards shall accompany the monthly progress work.

e. The PO or designee (e.g., Security Officers during NRC non-working hours) shall verbally inform the Contractor of elevator repairs and service calls which require a mechanic to make an on-site visit. An NRC Work Request Ticket, with a detailed description of the problem will be completed by the PO or designated official, and a copy provided to the Contractor during the next work day. Upon arrival to OWFN the Contractor shall sign in on the security log and immediately proceed to make the repairs.

f. Within one hour after the completion of the repair or service call, the Contractor shall return the NRC Work Request Ticket and/or a written report to the PO. The report or ticket shall contain sufficient details regarding the time the mechanic arrived to the work site, the corrective action taken, the date and time the corrective action was completed and the total number of staff hours and material cost expended to correct the problem.

g. A copy of the elevator maintenance check chart, which is posted in the elevator machine room throughout the month, shall be provided to the PO within three (3) work days following the month the maintenance was checked.

D.8 PERFORMANCE INCENTIVES:

Positive Incentives:

a.) For each calendar month that the NRC OWFN building elevators experience **no** "entrapments", the NRC will provide the contractor a bonus payment of **$250.00**.

b.) For each calendar month that the NRC OWFN building elevators experience **no** elevator outages during NRC business hours, the NRC will provide the contractor a bonus payment of **$250.00**.

c.) For each calendar month that the Contractor's designated personnel respond to every NRC service call within the allowable response times stated herein in this contract (30-minutes for Emergency Calls and 2-hours for Routine Calls) the NRC will provide the contractor a bonus payment of **$250.00**.

Negative Incentives:

a.) For each calendar month that the NRC OWFN building elevators experience **any** "entrapment", the NRC will deduct from any amounts owed the Contractor the sum of **$250.00**.

b.) For each calendar month that the NRC OWFN building elevators experience **any** elevator outages during NRC business hours, the NRC will deduct from any amounts owed the Contractor the sum of **$250.00**.

c.) For each calendar month that the Contractor's designated personnel **don't** respond to every NRC service call within the allowable response times stated herein in this contract (30-minutes for Emergency Calls and 2-hours for Routine Calls) the NRC will deduct from any amounts owed the Contractor the sum of **$250.00**.

NRC FORM 187
(7-2008)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Otis Elevator Company
1017 Brightseat Road
Landover, MD 20785

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	C. PROJECTED COMPLETION DATE
09/22/2008	09/21/2013

2. TYPE OF SUBMISSION

- [x] 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	DATE
[ ]	NRC-10-03-148	09/21/2008

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- [ ] YES (If "YES," answer 1-7 below)
- [x] 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? [x] YES [ ] NO

C. [ ] UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F. [x] UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

G. [ ] REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

H. [x] WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

I. [ ] REQUIRED TO CARRY FIREARMS.

J. [ ] FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

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

NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.

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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	SIGNATURE	DATE
Arnold DeVille, Project Officer		8/27/08

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)*

- [x] SPONSORING NRC OFFICE OR DIVISION (Item 10A)
- [ ] DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
- [x] 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 **Robert Webber, Director ADM/FDS**	SIGNATURE	DATE 9/15/08
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY **Bahman Rowhani, Facility Branch Chief**	SIGNATURE	DATE 9/15/08
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Jeffrey C. McDermott, Branch Chief	SIGNATURE	DATE 9/10/08

REMARKS