

CONTRACT AWARD

PAGE 1 OF 111 PAGES

1. CONTRACT NUMBER NRC-10-10-373		2. EFFECTIVE DATE JUL 28 2010		3. SOLICITATION NUMBER RFP-10-10-373		4. REQUISITION/PROJECT NUMBER 10-10-373	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Morie Gunter-Henderson Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
7. NAME AND ADDRESS OF CONTRACTOR ALCAZAR TRADES, INC. 310 E DEWEY PL SAN ANTONIO TX 782124021				8. PAYMENT WILL BE MADE BY 3100 Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230			
9A. DUNS NUMBER 610560513		9B. TAXPAYER'S IDENTIFICATION NO.		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (specify)			

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12. BRIEF DESCRIPTION

See Section B.

Section K of the RFP is removed from this document, but is hereby incorporated by reference.

13. TOTAL AMOUNT OF CONTRACT \$659,314.90		ACCOUNTING AND APPROPRIATION DATA: 04015-5AA303 RO125 254A X0200 Oblig. Amt: \$659,314.90	
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference. <i>Louis R. Alcazar</i>		15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.	
<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)			
SIGNATURE OF PERSON AUTHORIZED TO SIGN <i>Louis R. Alcazar</i>		A. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
NAME OF SIGNER Louis R. Alcazar		<i>Morie Gunter-Henderson</i>	
TITLE OF SIGNER President		B. NAME OF CONTRACTING OFFICER Morie Gunter-Henderson	
DATE July 26, 2010		C. DATE 7/28/2010	

AUTHORIZED FOR LOCAL REPRODUCTION

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 30 2010

OPTIONAL FORM 347 (Rev. 10-09) Prescribed by GSA - FAR (48 CFR) 101-11.6 ADM002

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is Custodial Management Services.

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor (independently and not as an agent of the Government, and in compliance with this contract and accepted industry standards), shall provide all management, administrative and technical support, supervision, labor, all materials supplies, equipment and other resources (except otherwise specified herein), necessary to plan, schedule, coordinate and perform all custodial, recycling, waste-trash removal, pest control, and other related services at the U.S. Nuclear Regulatory Commission (NRC) One White Flint North (OWFN) and Two White Flint North (TWFN) Buildings including the contractor link between the buildings, located at 11555 Rockville Pike, Rockville, Maryland, and 11545 Rockville Pike, Rockville, Maryland, respectively.

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

1. The total firm fixed price (FFP) of the phase-in/phase-out period is \$5,300.00.
2. The total FFP for the contract base period is \$656,667.40 (this does not include PIPO).
3. The total FFP for Option Year 1 is \$1,368,662.00.
4. The total FFP for Option Year 2 is \$1,399,250.84.
5. The total FFP for Option Year 3 is \$1,401,120.20.
6. The total FFP for Option Year 4 is \$1,428,053.04.
7. The total FFP for Base Plus Four Option Years (to include PIPO) is \$6,259,053.48.

PRICE/COST SCHEDULE

B.4 PHASE-IN (One Time Cost) (OWFN & TWFN) Period : 8/01/2010 – 8/31/ 2010

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
001.	Phase-in (One Time Cost)	1	mo	\$5,300.00	\$5,300.00

TOTAL AMOUNT FOR Phase-In: \$5,300.00

B.5 BASE YEAR (OWFN & TWFN) Period : 9/01/2010 – 2/28/2011

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
001.	Basic Services	6	mo	\$100,844.00	\$605,064.00
002.	Recycling Services	6	mo	\$373.90	\$2,243.40
003.	Trash Removal Services	6	mo	\$2560.00	\$15,360.00
004.	Pest Control	6	mo	\$1500.00	\$9,000.00
005.	*Other Related Services- Reimbursable time &Material				\$25,000.00 NTE

TOTAL AMOUNT FOR BASE YEAR: \$656,667.40

B.6 OPTION YEAR ONE (OWFN & TWFN) Period : 3/01/2011 – 2/28/2012

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
007.	Basic Services	12	mo	\$105,366.58	\$1,264,398.96
008.	Recycling Services	12	mo	\$385.12	\$4,621.44
009.	Trash Removal Services	12	mo	\$2636.80	\$31,641.60
0010.	Pest Control	12	mo	\$1,500.00	\$18,000.00
0011.	*Other Related Services – Reimbursable Time & Material				\$50,000.00 NTE

TOTAL AMOUNT FOR OPTION YEAR ONE: \$1,368,662.00

B.7 OPTION YEAR TWO (OWFN & TWFN) Period : 3/01/2012 – 2/28/ 2013

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0012.	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0013.	Recycling Services	12	mo	\$396.67	\$4,760.04
0014.	Trash Removal Services	12	mo	\$ 2,715.90	\$32,590.80
0015.	Pest Control	12	mo	\$1560.00	\$18,720.00
0016.	*Other Related Services - Reimbursable Time & Material				\$50,000.00 NTE

TOTAL AMOUNT FOR OPTION YEAR TWO: \$1,399,250.84

B.8 OPTION YEAR THREE (OWFN & TWFN) Period : 3/01/2013 – 2/28/2014

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0017.	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0018.	Recycling Services	12	mo	\$408.57	\$4,902.84
0019.	Trash Removal Services	12	mo	\$ 2,797.38	\$33,568.56
0020.	Pest Control	12	mo	\$1622.40	\$19,468.80
0021.	*Other Related Services - Reimbursable Time & Material				\$50,000.00 NTE

TOTAL AMOUNT FOR OPTION YEAR THREE: \$1,401,120.20

B.9 OPTION YEAR FOUR (OWFN & TWFN) Period : 3/01/2014 – 2/28/2015

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0022.	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0023.	Recycling Services	12	mo	\$420.82	\$5,049.84
0024.	Trash Removal Services	12	mo	\$2,881.30	\$34,575.60
0025.	Pest Control	12	mo	\$1,687.30	\$20,247.60
0026.	*Other Related Services - Reimbursable Time & Material				\$75,000.00 NTE

TOTAL AMOUNT FOR OPTION YEAR FOUR: \$1,428,053.04

***Other Related Services** - Time & Material includes the following (see C.2.6, page C-16):

- A. Incidental Custodial Tasks (ICT) – Estimated 100 ICTs per year each.
- B. Reimbursable Work Orders (RWO) – Greater than 16.0 hours labor and/or \$100.00 in parts and materials.

HP LaserJet M2727nf MFP

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Fax Error Report

HP LASERJET FAX **CUSTODIAL SUPPORT SERVICES AT THE HEADQUARTERS WHITE FLINT COMPLEX**

6-Jul-2010 5:41PM

STATEMENT OF WORK

Job	Date	INTRODUCTION	Type	Identification	Duration	Pages	Result
2361	6/7/2010	5:41 PM	HP FAX	The Contractor shall provide all management, administrative and technical support, supervision, personnel, quality control, equipment, tools, materials, vehicles, supplies, and other items and resources necessary to perform the custodial, removal of recyclable products, trash and waste disposal, pest control, and related services as described herein in this Statement of Work (SOW) for the OWFN and TWFN buildings, which are listed below at award. In performance of these services, the contractor shall consistently achieve the level of performance specified herein in this SOW, and the attached Custodial Quality Requirements and Standards which will be listed as Attachment J.2 of the contract at award. The Contractor shall provide schedules and accomplish daily and periodic work in conformance with these schedule(s).			232

The NRC consists of eight buildings; two buildings are 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). Building 3 is yet to be built but will be located across the street from Building One. Building 4 is located in Bethesda and is referred to as Gateway, Building 5 is located on Executive Blvd. and is referred to as EBB, Building 6 is located on Twinbrook Parkway and is referred to as Twinbrook, Building 7 is located in the City of Rockville and is referred to as Church Street, Building 8 is located on Boling Brook Parkway and is referred to as the NRC Warehouse and OIG Space. 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). Buildings four through eight are leased buildings managed by others and will only require reimbursable contract services. See section C.2.6.B OTHER RELATED SERVICES

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

Three White Flint North, Yet to be built

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.

Building 4, Gateway Building (Gateway)
7201 Wisconsin Ave. Bethesda, MD 20814
Suites located on floors 4 and 5

Building 5, Executive Blvd Building (EBB)
6003 Executive Boulevard Rockville, MD 20852
Suites located on floors 1,2,and 3

Building 6, Twinbrook Metro Plaza (Twinbrook)
12300 Twinbrook Parkway, Rockville, MD 20852
Suits on floors 1 and 5

Building 7, 21 Church Street (Church Street)
21 Church Street, Rockville, MD 20851
Suits on floors 2,3,4,5, and 6

Building 8, NRC Warehouse and OIG Space
5000-5010 Boiling Brook Parkway, Rockville, MD 20852

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

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

Unless otherwise specified, references to "days" in this contract refer to "Government official work days."

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

C.2 SPECIFIC WORK REQUIREMENTS

The general performance requirements, set forth in Section C.3 below, apply for specific work requirements set forth in this Section C.2. In the event of any conflict between the general performance requirements and the specific work requirements, the specific work requirements shall take precedence. All work shall be performed at the fixed unit prices set forth in this contract's Section B. In the performance of work under this contract, the Contractor shall not allow debris to spread into adjacent areas nor accumulate in the work area itself. 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. Areas shall be cleaned to the condition they were in before work was performed.

C.2.1 PHASE-IN PHASE-OUT

General Statement

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

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

Performance Requirement (Phase-In)

The Contractor shall submit the draft PIPO Plan to the Project Officer (PO) for approval within 10 days after the award. The Plan shall identify those areas that the Incoming Contractor and the Outgoing Contractor cannot agree on.

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

The Contractor shall perform a joint inspection of White Flint Complex with the Outgoing contractor, PO, and other NRC personnel within 16 days after the award.

The Incoming Contractor shall prepare and submit to the PO for review, within 20 days after the award, a deficiency report with a listing of problems and costs to resolve. A copy shall be provided to the Outgoing Contractor for resolution of these deficiencies.

Within 25 days after the award, the PO shall submit through the Contracting Officer (CO), approval of those deficiencies for the Incoming Contractor to correct.

Within 30 days after the award (or as agreed upon by the PO), the Incoming Contractor shall correct deficiencies identified in the report (that the Outgoing Contractor did not resolve) after receiving required Government approval from the PO or CO. Equitable cost adjustments will be made through a modification to the contract.

The PIPO Plan shall consist of the following activities:

- ! Transfer of cleaning records.
- ! Schedules for periodic cleaning.
- ! Daytime cleaning schedule with room numbers, times, and staff who will perform the work.
- ! Orientation of locations and cleaning for the facility.
- ! Transfer of keys.
- ! All documents required by this contract to be submitted as scheduled in the SOW and the list of such documents and schedule for submission shall be provided in the PIPO.
- ! Establishment of a Custodial Response Team and after hour Emergency Evacuation drills.

Within 5 workdays prior to the takeover date, the Contractor shall submit to the PO a copy of the Manufacturer Safety Data Sheets (MSDS) for each chemical that the Contractor shall use for accomplishment of the specific work requirements as set forth in Section C.2 herein. The Contractor shall maintain on file MSDS in accordance with OSHA standards. MSDS shall be accessible to the Contractor, PO, and the NRC Health and Safety Manager in case of an emergency.

Performance Requirement (Phase-Out)

The Outgoing Contractor shall perform phase-out services 30 days prior to the expiration of the contract period, to ensure successful transition from the Outgoing Contractor to the Incoming Contractor.

The Outgoing Contractor shall prepare a Deficiency List 30 days prior to the expiration of the contract period and correct deficiencies 15 days prior to expiration of the Contract.

C.2.2 CUSTODIAL SERVICES

The specific daily and periodic cleaning work requirements and quality requirements are provided in Attachment J.4 and are a part of the contract scope of work.

C.2.2.1 Cleaning Scheduling

Custodial services shall be performed during other than Regular NRC Working Hours except for the areas listed below. However, routine custodial and recycling services for the following areas are to be performed during Regular NRC Working Hours:

Attention:

The following are NRC's current best estimates of the approximate square footage of each area. However, these are estimates only and are not guaranteed to be accurate measurements of each area.

<u>OWFN Daytime Cleaning</u>		<u>Square Footage</u>
(1)	P-136, Supply Room	3516 SF
(2)	P-137, Mailroom	2354 SF
(3)	P1, Joggers Shower*	1200 SF
(4)	P3 Operations and Maintenance Contractors Office	1800 SF
(5)	P4, Audiovisual Room and FACB Storage Room	700 SF
(6)	1F21, NTEU Room	440 SF
(7)	1G18, Recreation Association Store	484 SF
(8)	2D1, Security SCIF Conference Room	150 SF
(9)	2D6, Security SCIF Room	540 SF
(10)	2D16, Security SCIF Room	644 SF
(11)	2D18 Security SCIF Room	57 SF
(12)	2G7, OCIO Computer Room	150 SF
(13)	3F1 Office of Investigation Suite (17 rooms)	3956 SF
(14)	Lay down government-furnished walk-off mats during inclement weather	
(15)	Incidental vacuuming, sweeping, and mop-ups due to spillages and accidents	
(16)	Policing of Grounds and Public Areas (exterior and interior)	
(17)	Porter service to perform the following:	
	a.	Servicing restrooms (male employee for men's room and female employee for ladies room) continuously rotating at a minimum of twice a day (between 9:00 a.m. - 11:00 a.m.) and once in the afternoon (between 2:00 p.m. and 4:00 p.m.).
	b.	Conference room clean-ups and trash removal, as required.*
	c.	Refill Government supplied hand sanitizer as needed.
	d.	Refill Government supplied umbrella cover stands as needed.

<u>TWFN Daytime Cleaning</u>		<u>Square Footage</u>
(1)	107 Credit Union	1660 SF
(2)	112, Fitness Center (excluding exercise equipment)	7248 SF
(3)	2B1,2B3, ACRS Hearing Rooms	1748 SF
(4)	2B5, NMSS Video Teleconferencing Center	480 SF
(5)	2D30, OHR file room	352 SF
(6)	2C1, Training Room	450 SF
(7)	4C3, Computer room	368 SF
(8)	4C18, Computer Service Center	450 SF
(9)	4 th Floor Operations Center	7990 SF
(10)	4 th Floor SCIF	1730 SF
(11)	5E46, Central Records Storage	3107 SF
(12)	6D4, FOIA/DAS	560 SF
(13)	8C5, NMSS Regulatory Products Development Center	448 SF
(14)	Lay down government-furnished walk-off mats during inclement weather	
(15)	Incidental vacuuming, sweeping, and mop-ups due to spillages and accidents	
(16)	Policing of grounds and Public Areas (exterior and interior)	
(17)	Porter service to perform the following:	

- a. Servicing restrooms (male employee for men's room and female employee for ladies room) **continuously** rotating **at a minimum of twice a day** (between 9:00 a.m. - 11:00 a.m.) and once in the afternoon (between 2:00 p.m. and 4:00
- b. Conference room clean-ups and trash removal, as required.*
- c. Refill Government supplied hand sanitizer as needed.
- d. Refill Government supplied umbrella cover stands as needed.

*These areas will also require daily nighttime cleaning.

The Contractor shall perform daytime cleaning, porter service, policing grounds, window washing, daytime waste/trash removal as needed, compactor trash removal, and routine miscellaneous cleaning service calls such as spills, commencing at 5:00 a.m. through 7:00 p.m. Other custodial services shall be performed in the evening, including pest control, recycling, and trash removal. Evening cleaning shall begin no earlier than 7:00 p.m. and shall continue until daily contract requirements have been accomplished, but shall be concluded no later than 5:00 a.m. the next calendar day, excluding weekends and holidays. While daytime cleaning shall be performed during the hours of 5:00 a.m. through 7:00 p.m., the Contractor may work weekends and holidays in order to accomplish the required contract services to include daily and periodic cleaning.

The Contractor shall coordinate with the PO prior to performing any weekend or holiday work. In the evening, the Contractor shall turn off lights after services have been completed, unless needed by building occupants.

The Contractor shall provide to the PO, five days prior to takeover, a schedule for daytime cleaning. At a minimum the report shall list the room number, time of service, and name of cleaner. Any time there is a change to this schedule or personnel change, a new report is due to the PO within 24 hours of the change.

C.2.2.2 Cleaning Work Quality Requirements

Both daily and periodic cleaning services as specified in Attachment J.4 shall be completed to the quality level and with the degree of frequency as specified in Attachment J.4. The Contractor shall note that during the performance of daily cleaning requirements, those services which require cleaning as traffic demands are to be monitored and cleaned continuously throughout the day.

The Contractor shall provide to the PO "The Daily Report" by 7:15 a.m. each workday certifying that the previous night's work has been completed and a QC inspection certificate must be provided. The daily report shall include a listing of any problems and the contractor's plan of resolution.

The Contractor shall report promptly by Email, telephone, or in person, any building related problems that will affect the operations of the facility. The Contractor shall follow up telephonic reports in writing within 30 minutes of the report or a time otherwise agreed upon with the PO. The Contractor shall report to the PO whenever there are any problems in any areas of Custodial Services within ten minutes.

The Contractor shall clean up all debris and leave the area where work by Housekeeping or others has been performed in a clean and orderly condition.

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

The Contractor shall replace furniture to its original position after any cleaning or work has been performed.

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

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

The Contractor shall schedule with the PO any special need for utility services or special requirements where NRC personnel must be informed of work to be performed, not less than 48 hours in advance of such outages. Outages affecting NRC operations shall be approved for servicing after NRC's Regular Work Hours, unless otherwise specified by the PO.

The Contractor shall place a "service pending notice" at the work site for any pending service that is not completed by the end of the day. The Contractor shall note the service to be performed, the technician's name and a contact point for questions.

C.2.3 RECYCLING SERVICES

The Contractor shall perform services necessary for the removal of recyclable products from the White Flint Complex as specified herein.

A. Grade I and Grade II Paper

The Contractor shall monitor and check daily the NRC Grade I and Grade II recycling boxes and empty these boxes from various locations on each floor. When the contents are ½ full or more, the Contractor shall transport this paper in separate carts to the OWFN loading dock within the same day. The Contractor shall remove contaminants and separate mingled grades of paper into separate containers. The total number of recycling boxes for each grade of paper will not exceed 150 in each building. The Contractor shall monitor the condition of these boxes and replace any missing, defective, worn, or marked boxes. Grade I paper shall be placed in carts separate from other paper grades.

The Contractor shall notify the Administrative Services Center if the NRC-furnished carts located on the OWFN loading dock reach 90 percent of their capacity.

B. Aluminum Cans, Glass Bottles, and Plastic

On a daily basis, the Contractor shall monitor and check the recycling containers and empty aluminum cans, plastic, steel cans, tin cans, and glass bottles from Contractor furnished containers in the OWFN Café, the TWFN Cafeteria, NRC Child Development Center, TWFN Fitness Center, White Flint Complex vending rooms, TWFN Employee Lounges, TWFN P2 Auditorium, OWFN Executive Lounges on the 17th and 18th floors, and no more than two additional locations on each floor. In the OWFN Café and the TWFN Cafeteria, the Contractor will provide separate dedicated containers for aluminum cans. In all other locations the materials are commingled.

The Contractor shall furnish biodegradable, heavy-duty plastic bags for lining the recycling containers. When the containers are ½ full or more, the Contractor shall transport the bags to the OWFN P1 loading dock and place them in the appropriately marked containers for pickup by NRC's recycling contractor. The Contractor shall clean and disinfect the interior and exterior of these containers each week after emptying by NRC's Recycling Contractor.

The Contractor shall empty NRC-provided containers and transport commingled materials using the above procedures for special events held in the TWFN exhibit area and the Green.

On a weekly basis, the Contractor shall clean and disinfect the interior and exterior of the recycling containers on the loading dock and the containers throughout the floors in the White Flint Complex (listed in B. above). However, if additional cleaning is required, the contractor shall perform these services more frequently than once per week.

The Contractor shall notify the Administrative Services Center if these NRC-furnished recycling containers reach 90 percent of their capacity.

C. Newspapers

On a daily basis, the Contractor shall monitor and check the newspaper containers. There is one container located on each floor and plans provide for up to one additional container to be placed on each floor. When the containers are ½ full or more, the Contractor shall empty the containers and transport contents to the OWFN P1 loading dock and empty the contents in carts provided by NRC's recycling contractor. Newspapers shall be placed in containers separate from other grades of paper.

D. Laser Toner Cartridges and Supplies

On a daily basis, the Contractor shall monitor and check daily the NRC-furnished boxes used for deposit of used laser toner cartridges and supplies and empty these boxes from various locations on each floor. When the boxes are ½ full or more, the Contractor shall transport these items to the Supply Store located at OWFN P136. There is one box in the copy rooms on floors P1-17 in OWFN, one box in each of the four Commission offices on floor 18 in OWFN, one box in the Chairman's suite, and two boxes located on each floor in the TWFN copy rooms. At the supply store the Contractor shall empty the contents into containers specified by the NRC. The Contractor shall monitor the condition of these containers and replace any missing, defective, worn or marked boxes. The NRC will provide additional boxes for replacement purposes.

E. Batteries

A container for cadmium, lithium, and mercury, batteries is located adjacent to the OWFN loading dock and a container for sealed lead-acid batteries is located on the TWFN loading dock. On a quarterly basis, the Contractor shall clean and disinfect the interior and exterior of these containers. However, the contractor shall perform these services more frequently than quarterly if needed. The Contractor shall notify the Administrative Services Center if these NRC-furnished recycling containers reach 90% of their capacity. Weekly, the Contractor shall check the contents of the cadmium, lithium, and mercury battery container and remove and place debris and alkaline batteries (alkaline batteries do not contain hazardous materials and cannot be recycled) in waste containers.

C.2.4 TRASH/WASTE REMOVAL

The Contractor shall furnish necessary labor, equipment, materials, and supervision to provide waste, debris removal, and disposal services for the White Flint Complex, and underground garages.

All equipment shall be in place and fully operable at the beginning of the takeover date of the contract.

For planning purposes only, it is estimated that approximately 4,000 cubic yards of trash and 970 cubic yards of debris will be generated at OWFN per year and approximately 4,500 cubic yards of trash and 1,200 cubic yards of debris will be generated at TWFN per year, compacted at approximately 3-to-1 ratio.

A. Safety Requirements

The Contractor shall ensure that vehicles operated on government property are in compliance with safety rules and that their drivers follow prudent safety practices while operating a motor vehicle. Also, large vehicles must have operable parking and emergency parking systems, backup alarms, and wheel chocks. The Contractor shall ensure that their drivers follow prudent safety practices while operating registered and insured motor vehicles and motorized garage cleaning equipment.

B. Environmental Quality Assurances

The Contractor shall fully comply with applicable laws and regulations regarding sanitation and solid waste disposal.

The Contractor shall not create or allow litter to accumulate at loading dock locations when transporting and/or disposing of trash.

The Contractor's gasoline-powered vehicles shall be equipped with monoxide eliminators.

The Contractor shall turn off the motor of vehicles that do not require the motor to run for the purpose of loading the vehicle except for diesel engines in sub-freezing weather.

The Contractor shall follow EPA regulations outlined in the Code of Federal Regulations Title 40, Part 243 "Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste" and Part 257 "Criteria for Classification of Solid Waste Disposal Facilities and Practices."

The Contractor is required to establish procedures under the Resource Conservation and Recovery Act (RCRA) for disposal of **hazardous waste** used during this Custodial Services contract and grease and waste oil from cooking generated from the cafeteria and café. This includes the accumulation, transportation, treatment, storage, or disposal of hazardous waste. The Federal Regulations for hazardous wastes are in Title 40 Code of Federal Regulations (40 CFR).

C. Trash/Waste Equipment

All equipment shall be in place and fully operational at the beginning of the takeover date of the contract.

The Contractor shall furnish and install one 30 cubic yard unit which includes one stationary compactor and one container to be located at the right side of the OWFN loading dock; one 8 cubic yard compactor and one container at the right side of the TWFN loading dock; and one stationary container for cardboard recycling at the TWFN Loading Dock. The compactors shall be secured to a concrete base. NRC shall furnish the electrical outlet and power for connection to the compactor's power unit.

The compactors shall be equipped with the following:

- (1) Separate power unit with a locking "on-off" key controlled switch;
- (2) Doghouse and access interlock switch;
- (3) Multi cycle timer with RAM stop forward feature;
- (4) Advance warning or full container lights;
- (5) A working hydraulic pressure gauge capable of reaching 2000 psi; and,
- (6) 3-to-1 compaction ratio.

The compactors shall meet OSHA safety requirements and local safety ordinances. In the event that the PO discovers that the compactors are not in compliance with the OSHA safety requirements, defects shall be corrected within 24 hours of notification from the PO. In addition, the compactors shall be inspected by the Contractor for proper operation and safety, as a minimum once every quarter. A written certification shall be submitted to the PO stating that the inspection has been completed and that the compactors are in compliance with OSHA and state regulations. The Contractor shall wash and deodorize the compactors and containers at least twice a year.

D. Schedule of Removal

The Contractor shall remove the containers from the White Flint Complex, as follows: One White Flint North, (OWFN) trash compactor is removed once a week, and Two White Flint North, (TWFN) trash and cardboard compactors daily. The containers shall be returned empty. The containers shall be returned to the exact location and position from which they were removed. Upon return of the containers, the Contractor shall ensure that the container is properly affixed to the compactor and that the compactor operation is working properly. The Contractor shall ensure that the removal and return of the container does not occur during the morning rush hour (6:00 a.m. - 9:00 a.m.).

E. Disposal Facility

Selection of a certified disposal facility shall be the responsibility of the Contractor. All trash and debris collected as a requirement of this contract shall be removed from the premises and transported to a certified waste transfer facility for the purpose of manufacturing or recycling to the maximum extent available. Trash and debris not transported to a facility for re-manufacture or recycling shall be disposed of only through a waste disposal facility that has been certified by the appropriate local agency for waste management, or by the Environmental Protection Agency.

The Contractor will be responsible for all trash removal services to include dumping and disposal fees.

The Contractor shall provide a clear, legible copy of each trash removal service receipt. The receipt shall be provided to the PO by 8:00 a.m. the following workday.

F. Trash Removal (internal)

The Contractor shall be responsible for disposal of all trash throughout the White Flint Complex to include emptying trash cans on a daily basis. When removing trash from the building, the Contractor shall place cardboard in the cardboard recycling container except when not reasonable, e.g., small amounts of cardboard commingled with trash.

G. Annual Report

In accordance with Montgomery County, Maryland, Waste and Recycling requirements, the Contractor shall provide an annual report to the Project Officer of the amount of waste generated and cardboard removed for recycling for each on-site container. The Project Officer will provide the specific report format annually to the Contractor based upon Montgomery County guidance.

C.2.5 PEST CONTROL

A. General Description

The contractor shall provide a comprehensive Integrated Pest Management (IPM) program for the White Flint Complex (including grounds). The IPM shall be provided to the PO within 15 days after takeover of the contract.

IPM is a process or planned program for long term pest suppression. The process is based on surveillance and interpretation of data to estimate the pest population in a given area. Control practices in an IPM program must extend beyond the application of pesticides to include structural and procedural modifications which establish physical barriers to pests, and reduce the food, water, and harborage available to them. Any structural modifications to the White Flint Complex including grounds

shall be the responsibility of the NRC. The Contractor shall make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression and report his findings and recommendations for structural repairs or modifications for elimination of pest infestations to the PO.

The Contractor shall furnish labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects of the program.

Full pest control service shall include inspection and treatment for pests, such as species of insects, species of reptiles, species of rodents, species of squirrels, species of birds, subterranean and structural exterminations of termites and wood borers plus other pests (bugs) of any type of species detrimental to man, at the White Flint Complex.

B. Initial Inspection

Within the first 15 days of the takeover date of the contract, an initial inspection shall be conducted by the Contractor, Contractor's entomologist, and PO, if available. The purpose of this initial inspection is for the Contractor to evaluate the pest control needs of the premises and to discuss these needs with the PO. The following specific points should be addressed:

- ! Identification of problem areas in and around the building.
- ! Identification of structural features or personnel practices that are contributing to pest infestations.
- ! Discussion of the effectiveness of previous control efforts.
- ! Facilitation of Contractor access to areas shall be coordinated with the PO.

C. Inspections

Frequency of inspections and treatment by the Contractor shall depend on the specific pest control needs of the premises. The Contractor shall, while performing other Custodial duties, perform a continuous inspection for pests.

The Contractor shall be familiar with the critical areas in the White Flint Complex, including restrooms, pipe shafts, locker rooms, gear rooms, trash rooms, coffee stations, sink rooms, mop rooms, storage areas, wire closets, kitchens, and loading docks which are considered to require concentrated attention for pest control.

The Contractor shall identify the areas inspected and a description of the proposed treatment, including the pesticide products to be used, as well as the proposed date and time of treatment. The report shall be signed and dated by the Contractor and submitted to the PO by 8:00 a.m. the following workday after each inspection. Upon the PO's written approval of the report, the Contractor shall coordinate work with and supply the PO with a schedule of the proposed treatment but not more than 24 hours after receipt of PO approval. Any deviation from this schedule is to be reported to the PO.

Unscheduled services based on occupant complaints or as reported by the PO, shall be performed at no additional cost to the NRC. The Contractor shall perform any follow up or continued treatment for any continuing infestation until treatment has been deemed successful by the PO.

During routine inspections for pests, the Contractor shall pick up and properly dispose of any carcasses of pests. The Contractor shall fill rodent holes in the ground with a soil mixture that must be approved by the PO.

D. Pesticide Products and Safety

The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control treatments. Protective clothing, equipment, and devices shall conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Workers shall be required to wear gloves when working with pesticides. Extra pesticide shall be carried in labeled containers secured inside two boxes or bags.

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

All pesticide treatments shall be performed after the regular NRC's working hours. In the event of an emergency, however, the PO may request the Contractor to provide any emergency pesticide treatment during the Regular NRC's working hours.

The Contractor shall use only those pesticides which comply with the current provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973), and the regulations issued there under. Pesticides used by the Contractor must be registered with the EPA and appropriate State and/or local jurisdictions. The environment, White Flint Complex occupants, and the public shall be protected at all times.

The Contractor shall minimize the use of liquid pesticide applications wherever possible. For example, containerized gels and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined as an application in which the stream of pesticide is never visible. Application of insecticides to exposed surfaces, or space sprays (fogging) shall be restricted to exceptional circumstances when specifically approved by the Project Officer where no alternative means are practical or effective. The Contractor shall utilize organic pesticides wherever possible.

In situations where office space pest control treatments are proposed, the contractor shall present written notification to the PO 72 hours in advance of the proposed treatment. Rodent and cockroach control in office space(s) shall be accomplished solely with bait formulation. No spraying of any type or application of pesticide shall be permitted without prior approval of the PO and the while the occupant of the work area is not present. When it is necessary to install rodent bait boxes or traps, the Contractor shall provide to the PO a written report stating the box and/or trap location, date of installation and date of removal. EPA-approved bait boxes and traps shall be labeled, dated, and checked daily. The request must identify the target pest, time and specific place(s) of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure tenant and employee safety, and steps to be taken to ensure the containment of the spray to the site of application. No product identifiable as a fumigant shall be used in any Federal space for any purpose.

Throughout the life of this Contract, all Contractor personnel providing on-site pest control service shall meet state and local requirements for the White Flint Complex location for registration and certification as Commercial Pesticide Applicators.

All insecticides, rodenticides, bait stations, and traps shall be removed from the White Flint Complex and upon the expiration date of the contract. Written certification of such removals shall be submitted to the PO at the expiration date of the contract.

Under no circumstances shall the Contractor and/or his subcontractors be permitted to store any pesticide products in or around the White Flint Complex.

E. Record Keeping

The Contractor shall be responsible for maintaining a complete and accurate pest management log. Each building specified in this contract shall have its own log book.

The log shall contain the following items:

- ! A copy of the Pest Control Service Schedule for the buildings.
- ! A copy of the current label and EPA registration number for each pesticide used in the building, including the Material Safety Data Sheet.
- ! Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the Contractor's monitoring program for the building: e.g., number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc. The Contractor shall provide a sample of the format for the data sheets and an explanation of information to be recorded on them within 5 days after takeover of the Contract.
The location of traps, trapping devices, and bait stations in or around the premises.
- ! A copy of CLEANIT's or inspection reports which are used to document routine service requests and performance of work.
- ! The Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and information on pesticide application required by statute. These report forms shall incorporate pest surveillance data.

F. Emergency Service and Special Requests

The Contractor shall respond to emergency service requests on the day of the request. Emergency requests shall be recorded on the CLEANIT or other form in the log book.

The Contractor shall respond to special service requests within 1 working day after receipt of request. Special services shall be recorded on the CLEANIT or other form in the log book.

In the event that such services cannot be completed within their time frames, the Contractor shall notify the PO and indicate an anticipated completion date.

G. Personnel

The Contractor shall provide only qualified pest management personnel certified as commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control.

The Contractor shall furnish pest control permits and worker certifications, supervision, labor, materials and equipment necessary to successfully accomplish full treatment pest control service for areas in the White Flint Complex.

Contractor personnel shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor and shall conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with State and local regulations.

H. Rodent Control

Snap traps and trapping devices (including glue boards) used in rodent control must be checked daily. Rodents killed or trapped shall be disposed by the Contractor within 24 hours. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, in EPA-approved tamper-resistant bait boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. The lids of bait boxes must be securely locked or fastened shut.

C.2.6 OTHER RELATED SERVICES

C.2.6.1 Incidental Custodial Tasks (ICT)

- A. The Contractor shall perform, on an as needed basis as requested by the PO, Alternate Project Officer (APO), or any other individual designated by the PO (see Section G.6), Incidental Custodial Tasks (ICT), such as high cleaning (above 108") extra trash pickups/special paper removal cleanups, spot carpet cleaning, removal of non-building debris at the loading docks est. Each ICT shall not exceed 16.0 hours labor and \$100 in parts and materials or costs. The government estimates approximately 100 ICTs per year. It is estimated that out of the 100 ICTs, most will not exceed 8 hours; estimate 50 to exceed 8 hours but no more than 16 hours.

The PO or the designated alternate shall issue Incidental Custodial Tasks (ICT) using the agency's automated CLEANIT request system (Section C.3.7.1). ICTs shall not be issued by other agency employees directly to the Contractor. Each ICT shall be identified as such in the comment block provided by the CLEANIT system, with a brief description of the services required. The PO may make a copy of the ICT CLEANIT and attach additional information or provide additional guidance by Email. ICT's shall be completed within one day or as negotiated with the PO. The PO may establish an expedited schedule for completion of ICT's when urgent, unusual, or emergency type situations exist. Should the contractor require an extension for completion, prior PO approval is required. Completion of ICT's shall be reported and documented using established CLEANIT procedures.

B. Reimbursable Work Orders (RWO):

1. Services covered under this category have the same definition as those stated above in ICT, EXCEPT the cost of labor, supplies, parts, and materials is expected to be in excess of 16.0 hours labor and \$100 in parts and materials or the work is required in one of the other NRC buildings listed in the Introduction. The cost of services that meet these criteria will be the responsibility of the Government. These criteria shall apply to each individual service task that may be required.

The PO, CO or his/her designee(s) may, at their discretion, direct the Contractor to perform services 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 services, 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 services over \$3,000 unless otherwise directed by the CO.
- 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 services 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.

All orders for repair work within this category will be placed or confirmed as shown below:

Services requiring greater than 16.0 hours labor and or \$100 in parts and materials or the work is required in one of the other NRC buildings listed in the Introduction 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 or 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.

C.2.6.2 Auditorium, Conference Rooms, Café, and Cafeteria Set-ups

On a daily basis and/or as requested by the PO or a CLEANIT Work Request, the contractor shall provide set-up arrangements for 30 OWFN Conference Rooms (including 11 large conference rooms), TWFN conference rooms (including 4 large conference rooms), OWFN 18th floor Commission Meeting Room, OWFN 1st floor Public Hearing Room, TWFN Auditorium, TWFN Atrium, TWFN Exhibit area, TWFN 2nd floor Library, TWFN 3rd floor Judges Hearing Rooms, 18th floor Dining Room, TWFN Cafeteria, and OWFN Café. Set-up includes placement of chairs and tables, overhead projectors, easels and flip charts, and opening and closing of movable partitions. Each night conference rooms with moveable partitions are to be put in the closed position. Specific set-up requirements and dates and times when work must be completed will be provided to the contractor by the Administrative Services Center staff or the PO.

In the TWFN auditorium, set-up includes assembly and disassembly of portable stage to include handicapped ramp. The Contractor is responsible for keeping the auditorium storage room and conference room closets clean and orderly. The Contractor shall keep the auditorium storage room locked at times except when

accessing for set-up or cleaning. There are approximately 1,600 auditorium and atrium setups per year. Stage reconfiguration is occasionally required (approximately three per month). Other rooms (other than the nightly re-setting of conference rooms), will require approximately five setups per day (many for opening and closing of large TWFN Conference Rooms).

Conference rooms, OWFN Café, and TWFN Cafeteria shall be re-set each night to the established configuration provided by the PO. The Contractor shall notify the Administrative Services Center of any missing tables, chairs, or other problems affecting the use of facilities. The partitions separating the large conference rooms shall be closed each night, unless otherwise instructed by the PO, CO, or Administrative Service Center. Notification will be by CLEANIT or Email. If a moveable partition is in need of repair, the NRC operation and maintenance contractor will make the repair and may (during the repair) open and close the partitions for the Custodial contractor. But if this occurs, it is still the responsibility of the Custodial contractor to ensure that the partitions are moved.

Weekly, the Contractor shall check all dry erase boards in OWFN conference rooms and large TWFN conference rooms to ensure the availability of workable dry erase markers in black, red, and blue colors, dry erase solution, and a dry eraser. Also, weekly, the Contractor shall check all OWFN and large TWFN conference rooms to ensure the availability of flipchart easels (placed in the corner of the room) in good working condition with a flipchart paper pad containing at least three sheets of clean paper.

The Contractor shall replenish the above items, as needed. The NRC will make these supplies available to the Contractor for replenishment purposes upon written/electronic request to the Project Officer. The Contractor may request up to one month's supply of these items. The Contractor shall ensure that these Government-furnished supplies are used only for the specified official NRC purposes.

C.2.6.3 Window Washing

In accordance with the Custodial Quality Requirements and Standards set forth in Attachment J.2, and as specified herein, the Contractor shall perform window washing services semiannually. Surfaces shall be cleaned on both sides of interior and exterior windows, including glass over the exterior vestibule doors, atrium, entrances, lobbies, vestibules, "Link" connector, and the guard and parking booths.

C.2.6.4 Fitness Center (TWFN) and Joggers Shower (OWFN)

The Contractor shall perform cleaning in accordance with the terms and conditions detailed in Section C.2.2 Custodial Services and Attachment J.4. Cleaning shall be performed at night, with the exception of restocking supplies, cleaning service calls, restrooms, and showers, as described in Attachment J.4 and the twice daytime cleaning to be performed between the hours of 8:00 a.m. and 10:00 a.m. and again between 1:00 p.m. and 3:00 p.m. The Fitness Center is 7,248 SF (including 800 SF wood flooring) and the Joggers Shower is 1,200 SF.

C.3 GENERAL PERFORMANCE REQUIREMENTS

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

C.3.1 LOCATION OF FACILITY

One White Flint North (OWFN) (approximately 1,550 occupants)
 11555 Rockville Pike, Rockville, MD 20852

Two White Flint North (TWFN) (approximately 1,350 occupants)
 11545 Rockville Pike, Rockville, MD 20852

C.3.2 BUILDING STATISTICAL INFORMATION

Attention:

The following are NRC's current best estimates of the approximate quantities of square footage, windows, window blinds, restrooms, etc. in the OWFN and TWFN facilities. However, these are estimates only and are not guaranteed to be accurate.

A. Square Footage for Occupiable and Non-Occupiable Space

<u>OWFN</u>	
Occupiable Area (floors P1-18)	238,034
Non-occupiable Area (floors 1-18)	91,328
Non-occupiable Area (garage)	<u>156,800</u>
Gross Total OWFN	486,162
Net Cleaning Area: Occupiable	238,034
Garage	<u>156,800</u>
Total Net Cleaning OWFN	394,834

<u>TWFN</u>	
Occupiable Area (floors 1-10)	317,268
Non-occupiable Area (floors 1-10)	43,489
Non-occupiable Area (garage)	<u>195,625</u>
Gross Total TWFN	556,382
Net Cleaning Area: Occupiable	317,268
Garage	<u>195,625</u>
Total Net Cleaning TWFN	512,893
Total Net Cleaning OWFN and TWFN:	907,727

B. Square Footage for Types of Surface:

	<u>OWFN</u>	<u>TWFN</u>	<u>TOTAL</u>
Elevators (Carpet)	384	512	896
Ceramic Tile (restrooms)	7,200	6,600	13,800
Wood	0	800	800
Marble	3,520	2,880	6,400
Lobbies and Link(Terrazzo)	3,500	5,660	9,160
Concrete Floors (Mechanical Rms)	6,360	1,800	8,160
Carpet	230,705	294,410	525,115

C. Square Footage and Number of Windows (approximate figures)
 TWFN - approximately 57,240 SF (approximately 1908 windows)
 OWFN -approximately 33,030 SF (approximately 1101 windows)
 TOTAL 90,270 SF (approximately 3009 windows)
 (Above excludes LINK which is approximately 3,200 SF)

D. Window Blinds - Size and Number of Blinds

Perimeter Vertical Blinds - Approximately 3009 window blinds (majority are 5' x 6' on floors with the exception of TWFN first floor which has 5' x 12' blinds).

Interior Roll up Blinds

TWFN -	approximately (100) - 15" w x 8' h blinds
	(100) - 48" w x 8' h blinds
OWFN -	approximately (80) - 15" w x 8' h blinds
	(80) - 48" w x 8' h blinds
TOTAL:	Perimeter Blinds = 3,009
	Interior Blinds = 360

E. The site sets on 5.12 acres (inclusive of buildings)

F. Restrooms

	<u>How Many</u>	<u>Water Closets</u>	<u>Sinks</u>	<u>Urinals</u>
OWFN - Ladies	20	54	54	
OWFN - Men's	20	36	54	36
OWFN - Chairman's	1*	1	1	
OWFN - Commissioners	4*	4	4	
OWFN - Handicapped	17*	17	17	
OWFN - Hearing Room	1*	1	1	
OWFN - Unisex-1 st floor	1*	1	1	
TWFN - Ladies	12	57	43	
TWFN - Men's	12	42	52	22
TWFN - Unisex				
4 th floor Op Ctr Rm	2*	2	2	
TWFN Child Care Ctr-Child	4**	8	8	
TWFN Child Care Ctr-Adult	3*	3	3	
TOTAL	97	226	240	58

*Single stall restrooms

**Small open one room child's restrooms (two toilets, two sinks)

C.3.3 PERSONNEL REQUIREMENTS AND QUALIFICATIONS

C.3.3.1 General Services Required

The Contractor shall provide quality cleaning services, including full performance of specified daily and periodic services starting on the takeover date of the contract.

Throughout this contract, references to "personnel" or "employees" of the Contractor shall be taken to refer also to personnel or employees of the subcontractor(s), if any.

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

The Contractor shall assure that personnel conform to requirements of the Contract and that they are familiar with their responsibilities in his/her assigned position. Before the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the CO and PO for approval and modification to the contract.

[Refer to Section H.2 Key Personnel]

All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees shall be the responsibility of the Contractor, which is in respects the employer or the higher tier Contractor to the employer of such individuals. Accordingly, the contractor is directed to take appropriate action for employees that do not meet the minimum requirements of this contract.

Each employee of the Contractor shall be a citizen of the United States or a residential alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, I-94 Work Authorization, or I-688A Temporary Resident Card (or as commonly called, a green card,) a copy of which shall be furnished to the NRC Division of Facilities and Security through the PO together with the GSA Form 176, FD-258, and NRC Form 89, all of which shall be typed and submitted to the PO.

The Contractor shall, in its dealings outside of or within the White Flint North Complex, represent that it is an independent Contractor and that its employees are neither agents, representatives, nor employees of NRC.

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

Upon the takeover date of the contract, the Contractor shall provide the CO and the PO with telephone and pager numbers which may be used at any time to directly contact the contract manager (CM) and the alternate contract manager (ACM) at their homes or at other locations away from the White Flint North Complex. During other than Regular Contractor's working hours Contractor's Working Hours, either the CM or ACM shall be reachable at the designated telephone or pager number(s), and shall arrive at the White Flint North Complex within 30 minutes of NRC notification to respond to emergencies. If at any time the CM or ACM designated telephone or pager number(s) should change, the Contractor shall provide a complete updated written list of such numbers to the PO and the CO.

The CM or ACM shall be available during normal duty hours within 5 minutes to meet at the White Flint North Complex with government personnel to discuss problem areas. The CM or ACM shall be available within 5 minutes during the performance of nighttime cleaning. After non-regular duty hours, the CM or ACM shall be available by telephone, pager or cellular phone within 5 minutes.

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

Regarding site access badge requirements and security requirements specified under Section H.1, Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property. The Contractor shall ensure that 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 TWFN building. It is important to coordinate the schedule for the badging process with the PO before performing duties under this contract.

If at any time the Contractor has a subcontractor or any other employee who has not been issued an NRC photo badge, but who has been approved to work at the White Flint North Complex, the Contractor shall continuously escort the subcontractor within the White Flint North Complex, at all times - both during and after

regular working hours. An escort must be a Contractor employee, a U.S. citizen, and have been approved for access by the NRC Division of Facilities and Security, and been issued an NRC photo badge. No contractor employee will be allowed to work in the White Flint North Complex unless security papers have been completed and approved for access.

The Contractor shall accompany and oversee the work of subcontractors who perform work in the White Flint North Complex. Except for emergencies, work performed will be coordinated in advance with the PO.

The Contractor shall arrange for supervision to ensure that performance standards of the contract are met (e.g., Custodial services, record keeping, reporting requirements, CLEANIT receipt and closeout, administrative support). NRC guidance, direction, or criticism as deemed necessary will be directed to the CM or ACM, as appropriate. The Contractor shall not accept direction from anyone other than the PO or APO or the CO. The Contractor shall furnish supervisory personnel on-site at all times, during and after Regular NRC's working hours, who shall ensure that custodial requirements have been completed. The Contractor shall organize and train employees to participate in fire drills, and other emergency drills as well as report fires, hazardous conditions, and items in need of repair to the PO.

The Contractor shall maintain a current listing of employees. The list shall include employee names, U.S. Citizenship status, Position, Work Hours, Pager Number, and Home Phone Number. Within five days prior to takeover, the Contractor shall provide this listing to the PO. If there is a termination of any contractor employee, the Contractor shall notify the PO in writing and return the NRC badge by the next workday at 8:00 a.m. Any time there is a change in the listing, the Contractor shall update the listing and provide a copy to the PO by 8:00 a.m. the next workday.

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

The Contractor shall provide by email, a typed "Plan of the Day Agenda Report" to the PO on or before 7:15 a.m. each workday. This report shall provide a full description of the daily scheduled activities (and times service will be performed), to include, as a minimum:

- ! Daytime Cleaning
- ! Nighttime Cleaning
- ! Periodic Cleaning
- ! Subcontractor's activities (specify company name, nature and location of work)
- ! Inspections
- ! Key personnel absenteeism
- ! Incidental Tasks

Meet with the PO and or the CO on a mutually agreed upon date(s), approximately once a month for the purpose of discussing in detail the Contractor's accomplishments, outstanding projects, future schedules, inventory status, energy conservation, and other topics deemed necessary by any of the three parties.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The Contractor shall provide each employee with an identification badge. Identification shall be available prior to employment and shall be worn or attached to the outer garment at times. All Contractor personnel are required to wear uniforms with the company name. Contractor personnel will maintain high sanitation standards within the facility.

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

C.3.3.2 Work in Special Areas

Except for emergencies, the Contractor shall notify the PO whenever work is to be performed on the 17th and 18th floor of OWFN. Within ten (10) minutes of the emergency, the Contractor shall notify the PO of the incident. The Contractor shall contact the NRC Security Guards for any locked space needing services.

C.3.4 CONTRACTOR PERSONNEL

C.3.4.1 Supervisory Personnel

The Contractor shall provide a Contract Manager (CM) and Alternate Contract Manager (ACM) as key personnel under this Contract. The Contractor shall provide on-site supervision as is essential to carry out the work required under this contract. As a minimum in fulfilling this requirement, the Contractor shall ensure that work required under this contract is supervised by either the CM or ACM. In the event that the CM or ACM is unable to perform their duties at any time, the Contractor shall provide a backup CM (with the same qualifications as defined below)

so that there is no break in supervision. A minimum of one of either the CM or ACM shall be on-site at the White Flint North Complex during Regular Contractor's working hours (5:00 a.m.-7:00 p.m.) 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. Either the CM or ACM shall be on-site from 7:00 p.m. until nighttime work is completed but before 5:00 a.m. the following workday. (Refer to Section C.3.6.1 for NRC's Regular working hours.) During Regular working hours, either the CM or ACM shall be accessible within the White Flint North Complex either instantly by hard-wired or cellular telephone, by physical presence within the Contractor's on-site office, or within five (5) minutes of receipt of a signal from an electronic pager. The Contractor staff shall carry two-way communications provided by NRC for responding to building emergencies.

The Contractor shall be available from 5:00 a.m.-7:00 p.m. to receive, respond to, and closeout CLEANIT's, answer telephone calls, pages, two-way communications, and provide information to the PO.

C.3.4.2 Qualifications

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

The CM and ACM (or backups) shall possess a thorough knowledge of the theory, principles, and practices of the field of cleaning and an ability to plan, organize and execute various types of commercial facility management services and quality control plans for Cleaning, Recycling, Trash Removal, Pest Control, and other areas of this contract. In addition, the CM, ACM, and backups who are engaged in managing all work under this Contract shall possess a minimum of five years of recent, responsible, and successful experience (within the past seven years) in supervising and managing the custodial operations of high rise office buildings with similar size (at least seven stories and 908,000 SF) and characteristics to the White Flint North Complex. A thorough, detailed description of the previous seven years of employment history is required for the proposed CM, ACM, and backups. Description shall include name and dates of contracts, a detailed description of individual responsibility, and names and phone numbers of contacts for references for each. The CM, ACM, and backups must be a U. S. Citizen, able to read, write, speak, and understand the English language fluently.

Where reading, understanding, and discussing safety and environmental warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak English. The Contractor shall make sure employees have current and valid professional certifications before starting work under this contract and are in compliance with applicable federal, state, and local environmental requirements or laws, e.g., commercial driver's licenses for equipment operators, trash removal certification, pest control certification, and recycling certification.

Beginning on the takeover date of the contract, the Contractor shall provide a full staff of cleaning personnel who shall be capable employees, trained, experienced and qualified in custodial work of buildings of similar size.

For safety purposes, Contractor employees shall be familiar with the NRC Occupant Emergency Plan. Employees shall be trained on the procedures to follow in the event of fire or other emergency, including the pulling of fire alarms when necessary. The contractor shall provide all contractor employees with a copy of the NRC Occupant Emergency Plan.

C.3.5 PERSONNEL CONDUCT

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

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

To the extent that work under this contract must be carried out during Regular NRC Working Hours (See Section C.3.6 "Hours/Days of Operation") in areas occupied by NRC building occupants, the Contractor shall maintain proper decorum such that disturbance to NRC building occupants is minimized. Any furniture that must be moved or removed by the Contractor in performance of effort under this contract shall be replaced to original positions when work is completed.

The Contractor employees shall refrain from playing any radio or sound producing equipment for non-work purposes on NRC premises unless specifically permitted to do so, in writing, by the CO or the PO with the exception of the Contractor's office at a reasonable sound level.

The Contractor is responsible for ensuring that its employees:

- Do not use official Government phone service
- Do not tamper with Government or private property not requiring services
- Do not remove Government-furnished equipment, materials or supplies for personal use
- Notify security personnel when an unauthorized or suspicious person is seen on the premises

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

C.3.6 HOURS/DAYS OF OPERATION

C.3.6.1 Hours of Operation

A. NRC Regular Working Hours

The Regular NRC Working Hours of the White Flint North Complex building occupants range from 5:00 a.m. to 7:00 p.m., Monday through Friday excluding Federal holidays specified in Section C.3.6.2 below. NRC working hours are frequently varied and do not necessarily coincide with the Contractor Regular working hours.

B. Contractor's Regular Working Hours

The Contractor shall maintain a staff and office telephone coverage within the White Flint North Complex between the hours of 5:00 a.m. and 7:00 p.m. Monday through Friday, excluding Federal holidays as set forth in Section 3.6.2 below. Additionally, the Contractor will provide telephone and pager numbers for access to supervisory personnel after 6:00 p.m. Monday through Friday, weekends, and Federal holidays.

C.3.6.2 Days of Operation

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

The following holidays are recognized by the Federal Government:

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

Should a holiday fall on a weekend, the day designated by the Government will be recognized as the holiday. Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays will also be observed by the Contractor with the exception of partial days where nighttime cleaning will have to be performed since NRC building occupants worked part of the day.

C.3.7 SERVICE REQUESTS

The Contractor shall refer to Section C.2.2 for their responsibilities in performing the custodial services. In addition, the PO may issue a request to the Contractor at any time, to investigate and/or to take any necessary corrective action. Service requests are referred to throughout this section as CLEANIT requests. CLEANIT is the NRC computer system used to report service calls from NRC building occupants to the Contractor. The CLEANIT system runs under an Agency-wide program group in Windows Program Manager. The Contractor will receive "CLEANIT" requests on computer hardware and software provided by the Government. The Government is responsible for the maintenance and repair of the system.

C.3.7.1 Types of CLEANIT Service Requests

CLEANIT service requests are classified either as emergency (including total building emergency), urgent, or routine as detailed below:

A. Emergency

Emergency Calls shall be regarded for purposes of this contract as those CLEANIT service requests in which the work consists of correcting custodial problems which, in the judgment of the CO or PO, constitute an immediate danger to personnel or property. There will be instances where emergency service will be requested through email or telephone. Examples of emergencies include slippery floors, broken water pipes flooding areas that need to be cleaned, or other emergencies so designated by the PO.

In the instance where the CO or PO shall designate a CLEANIT service request as an "Emergency," the Contractor shall report to the site of the emergency **within 5 minutes** (and completed within 1 hour or less when possible) following verbal and/or written notification during Regular Contractor's working hours, or **within 1 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. If efforts to complete correction of the emergency problem extend beyond the conclusion of the Regular Contractor's working hours, the Contractor shall remain at the site until correction of the problem is completed. If, however, the work cannot be completed due to circumstances beyond the fault or control of the Contractor as determined by NRC, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on hand and needed to resolve the problem shall be obtained expeditiously via courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

TOTAL BUILDING EMERGENCY: In the event of a total building emergency, which shall include but not be limited to, fires, civil demonstrations, bomb threats, explosions, earthquakes, enemy attacks, hazardous spills or other similar emergencies as determined by the PO, the CM shall be designated as needed in responding to emergencies and be made a part of the NRC Emergency Response Team. Upon the PO's notification of a total building emergency to the Contractor, the CM shall, during the Regular Contractor's working hours or within one hour during other than Regular Contractor's working hours, report to the Command Center. The Command Center shall be set up by the PO on the first floor lobby of the OWFN opposite the guard's desk and outside the Fire Control Room in TWFN for instructions as work is required, and will take direction from the PO. The PO shall direct the activities of the CM and his staff.

The CM's responsibility shall include, but not be limited to, providing assistance to the emergency response team, cleaning debris or alleviating areas of safety concerns (water damage, flooding) as directed by the PO. Within 24 hours following each building emergency or false alarm, the Contractor shall submit to the PO a report detailing their efforts, facts of the emergency, actions taken, problems identified, and any lessons learned with corrective actions to be taken.

The Contractor shall ensure that contractor employees are familiar with the NRC Occupant Emergency Plan. Upon the takeover date of the contract, and on a semi-annual basis thereafter or as the Contractor deems necessary, the Contractor shall conduct training sessions to ensure that Contractor employees are familiar with their assignments as members of the Emergency Protection Team. The Contractor shall submit a written notification to the PO, within 5 days after completion of each training session, to certify that training of its employees has been successfully completed.

Once a year, the PO shall schedule orientation sessions with the NRC evacuation monitors (NRC building occupants), in which the CM and ACM shall participate.

B. Urgent

Urgent Calls shall be regarded for purposes of this contract as those events generating CLEANIT service requests occurring during Regular Contractor's working hours which interrupt or otherwise adversely impact NRC operations or scheduled operations. Examples of urgent calls include, but are not limited to, emptying trash receptacles not emptied the previous night, recycling paper removal, cleanup of spills, conference room setups, and other CLEANIT requests.

The Contractor shall report to the originating complaint site **within 15 minutes** and complete the work within two hours or less. Upon arrival at the site, after hours, the Contractor shall correct the problem. If the effort to complete correction of an urgent problem needs to be extended, contact is to be made to the PO and work is to continue until completed. If work is being performed during the day, and cannot be completed by 6:00 p.m., then work will continue during the evening hours. If, however, the work cannot be completed due to circumstances determined by NRC to be beyond the fault or control of the Contractor, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on hand needed to resolve the problem shall be obtained expeditiously via courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

C. Routine

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

The Contractor shall respond to the originating complaint site **within 60 minutes** and complete the work within 24 hours. If, however, the work cannot be completed within 24 hours due entirely to circumstances beyond the fault or control of the Contractor, the Contractor and the PO shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

C.3.7.2 Work Request Tracking and Closeout

The Contractor is required to closeout each service request daily to include the date and time the Contractor responded to the CLEANIT, 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. Each CLEANIT work request is to be closed out on the computer by 8:00 a.m. the following work day. A consolidated Work Request Tracking and Closeout Report shall be submitted to the PO within five days after the end of each month. Specific procedures for operating and completing the CLEANIT system will be provided directly by the PO to the CM and ACM.

C.3.8 PROPERTY: OFFICE, STORAGE SPACE, AND EQUIPMENT

C.3.8.1 NRC-Furnished Property

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

A. Office and Storage Space, Related Property and Utilities

1. Office and Storage Space

<u>Space</u>	<u>Room No.</u>	<u>Square Footage (SF)</u>
Office	T-P100	*800
Laundry Rm	O-P1	*100
Storage	O-P2 (North enclosed room)	*800

(* estimated SF only, not guaranteed to be accurate)

2. Related Property

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

Two (2) Computers (CPU -Pentium) connected to NRC LAN, Email, WordPerfect, etc.	CLEANIT	06957 06090
One 17" Monitor		00878
One 15" Monitor		00879
One (1) Printer connected to LAN (with automatic A/B switch)		053213
Microwave		16054G
Refrigerator (small)		54027
Five (5) Chairs		

The NRC will provide the following computer access:

Connection to LAN for accessing Email CLEANIT
(Agency wide application) WordPerfect.

3. Electric Utility Carts

The Contractor is afforded use of NRC-owned electric utility carts on an "as available" basis ("as available" means when not needed for NRC or other NRC Contractor use) for performing Custodial tasks within the White Flint North Complex. The carts are Taylor Dunn Model B248 (NRC Tag Numbers 052444 and 052445). The Contractor personnel who operate the carts shall possess a valid driver's license and demonstrate proficiency in the use of the carts prior to being provided authorization for use by the CM. The Contractor shall adhere to 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 carts, he or she shall report the incident to the PO. The Contractor shall provide a report to the PO within five days after takeover, listing the names of the Contractor employees who will be operating the carts. As a minimum, the list shall include the name and State License Number of the employee. The PO shall verify the driver's license by looking at the original of the employee's license.

4. Utilities

The NRC shall furnish the following utilities:

- a. Electrical power at existing outlets for the Contractor to connect such equipment as is necessary in the conduct of its work. Electrical demands of such equipment shall not exceed 120V. Heating and air conditioning is also provided during regular NRC working hours (See Section C.3.6 "Hours/Days of Operation"). No special heating or cooling services shall be provided.
- b. Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water shall be provided.

- B. The Contractor shall be authorized one parking space in the garage to be paid at the monthly rate. No specific location to be designated. The Contractor shall be authorized to park free during non-work hours which are 7:00 p.m. and 5:00 a.m..

Initial/Final Inspection of NRC-Furnished Property

1. Initial Inspection -

Within 5 days after the takeover date of the contract, the Contractor and the PO shall conduct a joint inventory of NRC-furnished property listed above. Upon completion of the joint inventory, the Contractor shall submit to the PO a written certification of his receipt of NRC-furnished property. The Contractor and the PO shall jointly determine that the property is operable and without defects.

2. Final Inspection -

Ten days before 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 to ensure that property is operable and without defects.

C. OSHA Requirements for Space

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

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

D. Space Modifications

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

C.3.8.2 Contractor-Furnished Property

The Contractor shall furnish parts, supplies, materials, and equipment necessary to comply with the requirements of this contract, other than that NRC-furnished property as described in Section C.3.8.1 above.

A. Contractor-Furnished Property Requirements

Beginning with the takeover date of the contract, the Contractor shall provide its own parts, supplies, materials and equipment (hereinafter referred to Contractor-furnished property) in such quantity as necessary to assure continuous compliance with performance of the requirements in this contract. Under no circumstances whatsoever, should the quantity of any single item of Contractor-furnished parts and supplies for any area under Custodial Management become depleted. Furthermore, at any given time, the PO shall have the right to schedule an inspection, with the Contractor, of the inventory to determine if the inventory of Contractor-furnished property is adequate to assure continuous compliance with contract requirements. If it is determined that there is an insufficient amount of Contractor-furnished property in the inventory, the PO shall

direct the Contractor, in writing, to restock its inventory. Within 24 hours upon receipt of such written direction, the Contractor shall restock the inventory. If there is an immediate need for replenishment, e.g., toilet paper, paper towels, then an immediate purchase shall be made to stock these items in their appropriate locations.

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

The Contractor shall store the Contractor-furnished property in storage areas of the White Flint North Complex as designated by NRC.

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

At its own expense, the Contractor shall provide commercial business telephone lines (a minimum of three) for voice communications and associated jacks and telephone instruments. The NRC will provide one single telephone line and one single-line telephone instrument to be utilized for facsimiles. NRC will also provide one emergency telephone line and single-line telephone instrument (red phone) so immediate contact is sustained with the contractor. The Contractor shall also provide any needed additional jacks and telephone instruments in its NRC-furnished space.

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

All Contractor-acquired tools and equipment purchased under this contract shall be dedicated for performance of work during the entire period of performance under this contract. Such Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor. The Contractor shall provide a report to the PO within five days after takeover, listing the tools, equipment, and location of storage. Any time there are changes to this listing, a revised report shall be provided to the PO by 8:00 a.m. the next workday.

B. Environmental Requirements

The NRC, as a Federal procuring agency, is required to procure and use products containing post-consumer content (recycled material) by the Resource Conservation and Recovery Act (RCRA), Section 6002, Executive Order (EO) 13101 "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition." E.O. 13101 also requires Federal agencies to procure and use *environmentally preferable* and *bio-based* products. FAR 23.7 require consideration of environmental factors when purchasing products and services.

Environmentally preferable means that a product or service has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. *Bio-based* products are "commercial or industrial products that are composed in whole or in significant part of biological products or renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials."

The Contractor is required to comply with the above Federal requirements and the NRC requirements specified herein, and consider and give preference to environmentally preferable and bio-based products. Note that FAR 23.7 and FAR 52.204-4 requires double-sided printing on recycled paper for all reports required by the contract.

1. Mandatory and Desirable Characteristics for Chemical Cleaning Products

The NRC has established both *Mandatory* characteristics and *Desirable* characteristics for chemical cleaning products.

- a. *Mandatory* characteristics are those that must be achieved by the products.
- b. *Desirable* characteristics are those characteristics that should be achieved by the product beyond the Mandatory requirements.
- c. The Contractor shall provide a *Material Safety Data Sheet* (see **C.3.10**, below), and any additional information for each cleaning product prior to use for NRC to review both Mandatory and Desirable characteristics with respect to that product.

2. Mandatory Chemical Cleaning Product Categories

The following are mandatory requirements for all chemical cleaning products.

- a. No Sealed Aerosol Spray Cans: No products shall be used on-site that are contained in pressurized, sealed aerosol spray cans. The NRC chooses to eliminate on-site use of products so delivered because these containers require additional handling to fully discharge product and propellant and are not reusable or recyclable. All chemical cleaning products must be available in either a liquid form or manual pump action sprays and/or concentrates that can be dispensed into pump bottles for use. Acceptable supporting data here may include a picture of the commercially available product delivery system (as in commercial literature) and/or description of the Contractor intended delivery system.
- b. No Carcinogens: The NRC wishes entirely to eliminate the use of products containing known and probable carcinogens. Accordingly, no chemical cleaning product shall contain constituent compounds that are classified by EPA as known or probable carcinogens. A complete MSDS for each product may provide sufficient data to enable assessment under this criterion. This information typically would be found under the "Health Hazard Data" section (Sec. VI) of the MSDS under "Carcinogenicity." Additional supporting product information may be requested the Contractor.
- c. No Hazardous Waste: Products must not constitute hazardous wastes as defined at 40 CFR (Code of Federal Regulations) Part 261, when offered for disposal. A complete MSDS for each product may provide sufficient data to enable assessment under this criterion. This information typically would be found under Section VII, "Precautions for Safe Handling and Use," under the "Waste Disposal Method" portion of MSDS. Additional supporting product information may be requested of the Contractor.

3. Chemical Cleaning Product Desirable Characteristics

The following three (3) desirable characteristics should be present in chemical cleaning products.

- a. Minimizes skin, eye and respiratory irritation: It is desirable that chemical cleaning products not contain chemicals that are strong irritants to the skin, eye and respiratory system. Furthermore, it is desirable for certain chemical cleaning products to be used in liquid form rather than through a delivery system that "atomizes" or delivers the product as a fine mist. Eliminating such delivery minimizes the likelihood of inhalation by the user.
- b. Dyes and Fragrances: It is a basic principle of pollution prevention to avoid unnecessary additives. Accordingly, chemical cleaning products should not contain added dyes and/or fragrances unless specifically approved by the Project Officer. The NRC recognizes that some cleaning products may have a natural odor associated with the cleaning agent (e.g. a lemon odor in a citrus-based cleaner).
- c. Recyclable Containers/Minimization of Non-Recyclable Waste: To minimize the generation of solid waste, the NRC desires that newly delivered chemical cleaning products, cleaning equipment and machinery, be packaged in recyclable or reusable containers. Such means may include use of refillable product distribution devices and/or concentrates. Furthermore, the Contractor is encouraged to ensure that products use no, or only a minimal amount of, polypropylene and/or polystyrene ("Styrofoam") packaging or similar non-recyclable, non-biodegradable packaging.

In the event that environmentally preferable or bio-based chemical cleaning products are determined by the Contractor to be either significantly more expensive when compared to a less environmentally desirable product, or the quality of such product is unacceptable when compared to less environmentally desirable equivalent, the Contractor shall consult with the Project Officer for the purpose of determining whether the Project Officer should waive this requirement in that instance. Absent a written waiver approved by the Project Officer, the Contractor shall supply the environmentally preferable or biobased product at no additional cost.

4. Recycled Content Products -- Mandatory Characteristics:

Standards for minimum recycled content are codified in the *Comprehensive Procurement Guide (CPG)* and can be found on EPA's CPG website, at <http://www.epa.gov/cpg>. The website includes product fact sheets and a supplier data base.

For all EPA-designated CPG items provided under this Contract, the Contractor shall provide to the Project Officer, the specific brand of product proposed for use under this contract, the recovered and post-consumer recycled content, and the estimated annual usage and cost. The EPA CPG and NRC requirements are provided for the following items:

- a. Bathroom tissue: The bathroom tissue must contain 100 % recovered materials and 20 - 60 % post-consumer content, and shall be EVERSOFTE-quality or equal
- b. Toilet Seat Covers: Toilet seat covers must contain 100% recovered materials and 20 - 60 % post-consumer content; with double-ply quality.
- c. Paper towels: The paper towels must contain 100 % recovered materials and 40 - 60 % post-consumer content; with double-ply quality.
- d. Plastic trash bags: Plastic trash bags must contain 50 - 100 % post-consumer content.

5. Recycled Content Products – Desirable Characteristics

The following two (2) characteristics are desirable in recycled content products.

- a. Bleaching of Recovered Paper: The NRC prefers to avoid the procurement of recovered paper that has been bleached with either chlorine or any of its derivatives (such as hypochlorite and chlorine dioxide).
- b. Additional Recycled Content Products: Higher recycled content percentages: First, the NRC prefers that additional products--i.e., other than those designated by the EPA CPG, be made with recovered materials.

6. Vacuum Cleaners

The Contractor shall use vacuum cleaners in the performance of this contract with HEPA (high efficiency particulate air) or Micro filters capable of capturing 99% of 0.3 micron particles. The Contractor shall maintain product information for all vacuum cleaners regarding filter performance and make the product information available to the Project Officer upon request.

1. Waste Minimization and Recycling Strategies

The NRC encourages the Contractor to propose methods or procedures, first, for minimizing the non-recyclable waste generated in performance of this contract and, second, to enhance the existing recycling program.

C.3.9 PUBLICATIONS AND FORMS

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

1. Public Federal Law:
 - a. EPA Regulations (EPA) including water, asbestos, and polycarbidebitunates
 - b. OSHA Regulations (DOL)
 - c. DOL Regulations (DOL)
 - d. National Energy Conservation Policy Act (NECPA of DOE)
 - e. Federal Supply Product Standard (FSS)
 - f. Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 Public Law 92-516 (86 Stat. 973).
2. Standards:
 - a. National Fire Protection Association (NFPA)
 - b. National Sanitation Foundation (NSF)
 - c. Underwriters Laboratories, Inc. (UL)
 - d. Manufacturer's Equipment & Maintenance Instructions (MEMI)
3. Forms:
 - a. I-151, Alien Registration Receipt Card
 - b. I-94, Work Authorization
 - c. I-688A, Temporary Resident Card
 - d. FD 258, Finger Print Card

- e. GSA 176, Personal History
- f. I-9, Employee Information and Verification
- g. NRC 89 Photo Identification Badge Request
- h. GSA 139, Sign In/Out Log Sheet
- i. MSDS, Material Safety Data Sheets
- j. GSA 64, Periodic Building Cleaning Work Assignment and Report
- k. OEP, NRC Occupant Emergency Plan
- l. NRC Inspection Forms

C.3.10 MATERIAL SAFETY DATA SHEETS

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

C.3.11 MONTHLY REPORT

On the 5th working day of each month, the Contractor shall submit a typed report to the PO documenting the services which were identified and corrected by the Contractor and also the status of work not completed from the previous month.

The Contractor shall perform periodic cleaning services in accordance with the Contractor's Custodial Management Plan. The services shall include, as a minimum, the following:

- A. Periodic services schedules for each task. The quality shall meet the provisions set forth in Attachment J.2. Where the Contractor deviates from the quality requirements, an explanation for the deviation is required. A typed schedule for the upcoming month shall be submitted to the PO five days before the beginning of the month.
- B. A deficiency identification and abatement program.

However, the contractor is expected to have some mechanism in place to maintain inventory listings of supplies and provide such information upon request of the government. Cleaning (e.g., windows), maintenance, etc. for which scheduled maintenance is to be performed less frequently than annually, shall be scheduled for completion during the initial year service under this contract.

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

The Contractor shall submit a monthly custodial management report to the PO five workdays after the beginning of each month. This report shall include a list of the previously planned scheduled work, a list of the actual work, date that the work was completed, and a list of the actual work performed, deficiencies, and corrective actions taken.

All work shall be performed only by qualified personnel who are fully knowledgeable and experienced in inspecting, and maintaining buildings similar to the White Flint North Complex.

All daytime cleaning and nighttime cleaning shall not disrupt service to the building. The cost shall be considered Basic Contract Services.

The Contractor shall be responsible for correcting deficiencies identified.

The Contractor shall develop and maintain a written log which details chemicals used, quantity and field test control. This log shall be provided to the PO five work days after the beginning of the month or made available at the PO's request anytime.

The Contractor shall continuously maintain a log that documents cleaning problems encountered, prospective problems, cleaning inspections conducted by the Contractor and the corrective action taken. On a daily basis during the term of the contract, the Contractor shall submit this documentation log to the PO by 8:00 a.m. of the day following performance of the services inspected.

C.3.12 SCHEDULING WORK AND REPORTING ACCOMPLISHMENTS

With the exception of utility work, restroom servicing, and other service requirements specified for daytime cleaning, the major portion of the service requirements, e.g., room cleaning, trash/debris collection, restroom cleaning, hard and resilient floor maintenance and carpet cleaning shall be accomplished after Regular NRC's working hours. Other scheduling of services must be approved in writing by the PO. Unless approved by the PO in writing. Daily cleaning services shall be performed during the normal work week.

A. Monthly Schedule

Five workdays before the takeover date of the contract, and five workdays before the beginning of each month thereafter, the Contractor shall submit to the PO a monthly schedule of daily and periodic cleaning to take place during the upcoming month of performance. The monthly cleaning schedule shall include specific areas, day of week and time of day work will be performed. (Daily cleaning is defined for this contract as services performed daily and periodic cleaning is defined as other-than-daily work). Both daily and periodic cleaning schedules shall conform to the cleaning requirements specified in Attachment J.2. The periodic cleaning schedule shall include specific areas and dates.

B. Periodic Work Schedule

Twenty four hours before performing any periodic job, the Contractor shall submit to the PO a periodic work schedule describing the work to be accomplished, and the specific area and approximate time the work will begin.

C. GSA Form 64 for Completed Periodic Work

By 8:00 a.m., the following workday, after performing the periodic job, the Contractor shall submit to the PO a GSA Form 64, Periodic Building Cleaning Work Assignment and Report. Any substitute for the GSA Form 64 shall first be approved by the PO. The GSA Form 64 shall specify the location where the work has been completed, for example, that rooms P1-34 - P1-36 have been stripped and refinished; that room 2-B-29 has been damp mopped and spray buffed; that high cleaning has been performed in rooms 12-B-09 - 12-B-15, etc. A section shall also be included in this report to cover the work proposed to be done the following work day. The PO will review the Contractor's work report and work performed on a daily basis. When emergency conditions exist, as so designated by the PO, such as flooding of a particular section of one of the building(s), the Contractor shall divert its force, or such part thereof as deemed necessary by the PO, from its normal assigned duties to meet and resolve the condition. This does not preclude the contractor from performing the daily Basic Services required in the contract. As soon as control of the condition is achieved, the PO shall notify the Contractor who shall, in turn, notify the employees to return to their normal duties. The Contractor shall provide its maximum efforts to complete such deferred work as soon as possible after passage of the emergency. Within 30 minutes after the PO's verbal request, the Contractor shall submit a written report of those normal duties which were not accomplished because of the emergency.

C.3.13 MISCELLANEOUS REQUIREMENTS FOR CLEANING STAFF

- A. Lights shall be turned off when after hours work is completed.
- B. Mechanical equipment controls for heating, ventilation, and air-conditioning systems shall not be adjusted by Contractor's cleaning personnel.
- C. Water faucets or valves shall be fully turned off after the required usage has been accomplished. The cleaning personnel shall report dripping faucets or leaks to the cleaning supervisor who will notify security to contact the Operations and Maintenance (O&M) supervisor for repairs. The Cleaning Supervisor will also notify the PO.
- D. While cleaning locked, secured offices, the Contractor shall be escorted by NRC personnel and/or an NRC Security Officer.
- E. Turn in lost and found articles to the OWFN P-1 Security Central Alarm Station.
- F. Notify a Security Officer when an unauthorized or suspicious person is seen on the premises.
- G. Any O&M building problems found by the Custodial staff shall be reported to the OWFN P1 Security Central Alarm Station who will contact the O&M personnel who are on site or contact their Custodial Manager by phone. The PO will also be notified.
- H. Check the OWFN handicapped restrooms on floors 2 through 18, between 6:00 p.m. and 7:00 p.m. to ensure doors are unlocked. If locked, knock, and if no one answers, then have the Security Guard unlock the door.

C.3.14 SAFETY REQUIREMENTS

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

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

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

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

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

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

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

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

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

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

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

F.2 PLACE OF DELIVERY - REPORTS

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

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on 14 June 2010 and will expire on 13 January 2011. The term of this contract may be extended at the option of the Government for an additional four years.

G.2 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(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
Division of Facilities and Security
MS T-6/E39A
Washington, DC 20555

Telephone Number: 301 415-3430

Email: Arnold.deville@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.

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 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.

H.3 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder: (TO BE INCORPORATED INTO THE RESULTANT CONTRACT)

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.4 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.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 narcotics 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 subcontractor 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)

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

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

1. See Statement of Work Section C.3.8.1
- 2.
- 3.

(b) The above listed equipment/property is hereby transferred from contract/agreement NRC-10-05-425.

(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.7 SEAT BELTS

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

H.8 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.9 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:

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.

*To be incorporated into the resultant contract

H.10 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.11 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.12 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.13 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.

H.14 COLLECTIVE BARGAINING AGREEMENT

1. The Contractor shall provide the Contracting Officer with copies of any collective bargaining agreements, and any amendments thereto, which arise during the course of this contract and which apply to Contractor employees working under this contract. The Contractor shall provide a "cents per hour" equivalency cost for each fringe benefit included in such bargaining agreements, including any prospective increases in same.

2. Prior to the expiration of this contract, and in anticipation of solicitation of a follow-on contract, the Contractor shall provide, upon request by the Contracting Officer, a copy of the current collective bargaining agreement, any amendments thereto, and the current "cents per hour equivalency cost for each fringe benefit included in the collective bargaining agreement, including any prospective increase in same."

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
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 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-18	ORDERING	OCT 1995
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
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 2008
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	MAY 2004
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
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	OCT 2008
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	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
52.253-1

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
COMPUTER GENERATED FORMS

APR 1984
JAN 1991

I.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1.3 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 prior to the end of the contract..

1.4 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 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 five (5) years.

1.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

1.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

1.7 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause--

"Act" means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.**

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **Pay Periods.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Employee Class	Monetary Wage-Fringe Benefits
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I.9 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
- (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.10 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

- (a) Definitions. As used in this clause--
- Commercially available off-the-shelf (COTS) item--
- (1) Means any item of supply that is--
- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.
- Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--
- (1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

I.11 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>

Section J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO. PAGES
J-1	Billing Instructions (Fixed Price)	2
J-2	NRC Form 187 Security Specifications	2
J-3	Custodial Quality Requirements and Standards	32

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/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. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.

CUSTODIAL QUALITY REQUIREMENTS AND STANDARDS

Method of Inspection that will be used for the Custodial Quality Requirements and Standards:

All work shall be subject to CLEANIT's, Emails, or QA inspections.

1. PHASE-IN PHASE-OUT – Section C.2.1

Performance Requirements

The Contractor shall perform requirements as specified in the PIPO Section C.2.1 of the contract.

Performance Standards

The Contractor completes an orderly, incident-free transition and takes over full responsibility for contract requirements on the scheduled takeover date (12/01/2009).

Deduction for Unacceptable or Non-Performance

The Contractor's failure to provide all documentation required, perform successfully, and complete the transition and takeover in an orderly manner shall result in the non-payment of the full line item amount for this contract requirement.

2. RESTROOMS – Section C.2.2

The term restroom includes all restrooms in the White Flint North Complex to include (but not limited to) mens and ladies restrooms on each floor, private restrooms, showers, locker rooms, Child Development Center, TWFN Fitness Center, OWFN P1 Joggers Shower, OWFN Health Unit, TWFN Operations Center, and custodial utility sink rooms. The Contractors shall maintain restrooms in such a manner that restrooms are in a clean condition daily. Cleaning (with the exception of porter service) shall be performed between 7:00 p.m. and 5:00 a.m. Monday through Friday any time on the weekends.

A. Floors

Performance Requirements

The contractor shall clean and sanitize floors.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that the floors, including the marble threshold, grout, baseboards, and corners shall be clean, free of dirt, water streaks, stickiness, mop strands, string, gum, grease, tar, hair, paper, and paper pieces, and other foreign matter and present an overall appearance of cleanliness, uniform luster, and odor free. Surfaces shall be dry. No areas skipped. There shall not be any dirt buildup in corners or

crevices. Walls, baseboards and other surfaces shall be free of splashes and markings from the equipment.

B. Fixtures/walls/doors cleaning

Performance Requirements

The Contractor shall clean and sanitize all fixtures, including metal and chrome surfaces, shelving, commode seats and leave in raised position, toilets, urinals, washbasins, shower stalls, dispensers, mirrors, stall doors, stall partitions, stall partition bases, entrance doors, door thresholds, window sills, window frames, waste receptacles (trash and sanitary napkins), walls, horizontal surfaces and vertical surfaces.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure requirements listed above shall be clean and bright with no dust spots, soiled surfaces, rust, smudges, marks, soil, mold, encrustation, excess moisture or discoloration, free of dirt, water streaks, splashing, hair, paper and paper pieces, and other foreign matter and present an overall appearance of cleanliness and uniform luster and odor free. Surfaces shall be dry. No areas skipped. Paper towels, toilet paper, soap, sanitary napkins/sanitary supplies, and seat covers shall be replenished.

C. Empty Trash Receptacles and Paper Towel Dispensers

Performance Requirements

The Contractor shall empty, clean, and sanitize trash receptacles and paper towel dispensers, sanitary napkin receptacles, and provide plastic liners to keep them clean and sanitary conditions. The Contractor shall ensure that the towel dispensers are in a locked position.

Performance Standards

By the beginning (5:00 a.m.) of each workday, trash receptacles, paper towel dispensers, sanitary napkin receptacles, shall be free of trash, stains, spots, debris, smudges, dirt, dust, water stains, streaks, soil substances, residue, and odor free. Plastic liners shall be replaced and shall not be torn, worn, or contain residue.

D. Wood Surfaces

Performance Requirements

The Contractor shall clean all wood surfaces in all restrooms to include shower benches, lockers, and paneling, particularly in the TWFN Fitness Center, OWFN Joggers Shower's Restrooms, and Child development Center.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that all wood surfaces shall be free of obvious soil, dirt, dust, streaks, debris, spillages, spots, or stains, and present an overall appearance of cleanliness and uniform luster.

E. Supplies**Performance Requirements**

The Contractor shall fully stock restrooms with paper towels, toilet paper, soap, sanitary napkins/sanitary supplies, seat covers and liners for trash and sanitary receptacles.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that the restrooms are fully stocked with paper towels, toilet paper, soap, sanitary napkins/sanitary supplies, seat covers and liners placed in trash and sanitary receptacles. The quality of the products shall meet Contract requirements.

Throughout each workday, the Contractor shall ensure that the restrooms are adequately stocked with paper towels, toilet paper, soap, sanitary napkins/sanitary supplies, and seat covers, and liners placed in trash and sanitary receptacles. The quality of the products shall meet Contract requirements.

F. Showers**Performance Requirements**

The Contractor shall clean, sanitize and disinfect inside and outside of showers. Showers, shower doors, mats, fixtures, and shower caddies, shall be cleaned. The Contractor shall clean and sanitize shower mats located inside the shower stalls and outside in the shower facility. Body soap shall be replenished in all shower stalls.

Performance Standards

By the beginning (5:00 a.m.) of each workday, showers, shower doors, mats, and fixtures shall be free of soap buildup, mildew, dirt, grime, odor free, debris, smudges, soil substances, or streaks. The Contractor shall ensure that the shower stalls are fully stocked with body soap and empty bottles removed.

Deduction for Unacceptable or Non-Performance for Restrooms

- A. A restroom shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed for the entire restroom. A deduction in the amount of \$100.00 for each day shall be taken for deficiencies per restroom.
- OR**
- B. A restroom shall be considered deficient if a CLEANIT, Email or QA inspection reveals two deficiencies (see examples below) per restroom from the above standards. If the Contractor corrects the two deficiencies within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first two deficiencies per restroom. If more than two deficiencies per restroom are found or if the contractor fails to correct the two deficiencies within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. The exceptions to the one hour are those abatements to deficiencies which are disruptive to building occupants. These exceptions shall be corrected after 6:00 p.m. the same day. The contractor shall obtain PO approval for any exceptions. A deduction in the amount of \$100.00 for each day shall be taken for deficiencies per restroom.

Deduction for Unsatisfactory Performance for Restrooms

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 per restroom.

Major Deficiencies

The following are examples of Major deficiencies for each restroom. Each item counts as a major deficiency and shall be an additional \$100.00 per restroom being deficient.

- Entire floor dirty.
- Failure to respond to CLEANIT's in the time frame mentioned in section C.3.7.1 Types of CLEANIT Service Requests shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each restroom. Each item counts as a deficiency and shall be used to calculate the number of deficiencies per restroom for deductions.

- Baseboard dirty.
- All wood surfaces were not cleaned.
- Floor around stall partition dirty.
- Floor under sink counter dirty.
- Floor under toilet bowl dirty.
- Sink dirty.
- Toilet dirty.
- Urinal dirty.
- Toilet fixture dirty.
- Door threshold dirty.
- Door dirty.
- Stall door dirty.
- Trash receptacle not emptied.
- Sanitary napkin trash receptacle not emptied.
- Wood panel not cleaned.
- Wood surface not cleaned.
- Shower stall dirty.
- Shower mat dirty.
- No body soap in a shower stall soap dispensers.
- No soap in sink soap dispensers.
- Walls dirty.
- Paper towel dispenser empty.
- Toilet paper roll empty.
- Seat cover dispenser empty.
- Sanitary napkins/sanitary supplies empty.
- Each item in each stall counts as a single deficiency.

3. PORTER SERVICE – Section C.2.2

The term porter service includes all daytime restrooms services, conference room cleanups, and trash removal, as required.

Performance Requirements

The Contractor shall perform porter service in all the restrooms in the White Flint North Complex. The Contractor shall perform conference room cleanups and trash removal, as required. Conference room cleanups and trash removal service are not scheduled daily but as requested through CLEANIT, Email from the PO, or QA inspection.

Performance Standards

The Contractor shall ensure that porter service is performed continuously rotating each day in the men's and ladies restrooms. The Contractor shall ensure that male employees service men's restrooms and female employees service ladies restrooms. The Contractor shall ensure that this service is performed continuously throughout the day, with at least one service being performed between 9:00 a.m. – 11:00 a.m. and one service being performed between 2:00 p.m. – 4:00 p.m. The Contractor shall maintain restrooms in such a manner that restrooms are in a clean condition and fully supplied. Porter service shall be performed during the daytime hours of 5:00 a.m. – 7:00 p.m., Monday through Friday.

The Contractor shall ensure that porter service is provided for conference room/auditorium/hearing room/exhibit area/atrium cleanups and trash removal throughout the White Flint North Complex are performed as required during each day. The Contractor shall ensure that trash removal services are provided, as required.

Deduction for Unacceptable or Non-Performance for Porter Service

- A. Porter Service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), then a deduction shall be assessed for the entire porter service for a restroom, conference room or other area for trash removal service. A deduction in the amount of \$100.00 for each day shall be taken for deficiencies per restroom, conference room, or other area for trash removal service.

OR

- B. Porter Service shall be considered deficient if a CLEANIT, Email, or QA inspection reveals one deficiency (see examples below) per restroom, conference room, or other area for trash/recycling service, from the above standards. If the Contractor corrects the one deficiency within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the one deficiency per restroom, conference room, or other area for trash/recycling service. If more than one deficiency per restroom, conference room, or other area for trash/recycling service, is found or if the contractor fails to correct the one deficiency within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. The exception to the one hour are those abatements to deficiencies which are disruptive to building occupants. These exceptions shall be corrected after 6:00 p.m. the same day. The Contractor shall obtain PO approval for any exceptions. A deduction in the amount of \$50.00 for each day shall be taken for deficiencies per restroom, conference room, or other area for trash removal service.

Deductions for Unsatisfactory Performance for Porter Service

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 per restroom, conference room, or other area for trash removal service.

Major Deficiencies

The following are examples of Major deficiencies for porter service. Each item counts as a major deficiency and shall be used to deduct for the entire porter service for a restroom, conference room, or other area for trash removal service being deficient.

- One restroom not serviced.
- One conference room not serviced.
- Failure to respond to CLEANIT's in the timeframe shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for porter service. Each item counts as a deficiency and shall be used to calculate the number of deficiencies per restroom, conference room, or other area for trash/recycling service being deficient.

- Floor spill not cleaned up.
- Sink not serviced.
- Toilet dirty.
- Urinal dirty.
- Trash receptacle not emptied.
- Shower stall dirty.
- Shower mat dirty.
- No soap in a shower stall.
- No soap in sink.
- Paper towel dispenser empty.
- Toilet paper roll empty.
- Seat cover dispenser empty.
- Sanitary napkins/sanitary supplies empty.
- Trash not removed.
- Each item in each stall counts as a single deficiency.

4. ROOM CLEANING – Section C.2.2

The term room cleaning includes areas in the White Flint North Complex, including (but not limited to) offices, main entrances, main lobbies, main corridors, secondary entrances, secondary lobbies, secondary corridors, elevators, copy rooms, the Link, Child Development Center, OWFN Café (serving and dining areas – does not include the kitchen), TWFN Cafeteria (Serving and dining area), OWFN Health Unit, TWFN Fitness Center, OWFN P1 Link Shower facility, vending rooms, employee lounges, coffee stations, kitchens and private kitchens (except for OWFN Café and TWFN Cafeteria), loading docks, loading dock platforms, guard booths, parking booths, storage spaces, OWFN P3 O&M contractor space, and any other areas in the White Flint North Complex, unless specifically identified elsewhere in this contract).

A. Glass Cleaning

Performance Requirements

The Contractor shall clean both sides of interior glass doors and partitions, and clean both sides of entrance door glass and glass surrounding entrance doors within reach.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that glass is clean and free of dirt, dust, streaks, watermarks, spots, grime, and not be cloudy.

B. Wood Surfaces**Performance Requirements**

The Contractor shall clean wood surfaces to include doors and adjacent surfaces, tables, furniture, panels, desktops, legs, partition frames, shelves and surfaces, and wainscoting.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that wood surfaces, corners, crevices, molding, and ledges are free of dust, soil substances, dirt, debris, spillages, spots, stains or streaks and that there shall be no oils, spots, or smudges on dusted surfaces.

C. Carpet/Floor/Wall Surfaces**Performance Requirements**

The Contractor shall clean carpet areas and spot clean floor, thresholds, and walls. Wall surfaces include painted surfaces, wallpaper, wood and stone wainscoting. Floors include VTC, wood, concrete, terrazzo, marble, ceramic tile, and other solid surfaces.

NOTE: For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall to wall carpeting, room size rugs, area rugs, and mats. Also, spot cleaning shall be done in accordance with the carpet manufacture's recommended procedures.

Performance Standards

By the beginning (5:00 a.m.) of each workday, carpet/floor/wall surfaces shall be free of obvious soil, substances, dust, dirt, string, gum, grease, tar, hair, debris, streaks, mop strands, shoe scuffs, paper and paper pieces, spillages, spots, stains, smudges, marks, and no skipped areas; method used shall not cause unsightly discoloration. The finished areas shall be clean and surfaces shall be dry. The finished floor shall have a uniform luster. No areas skipped. There shall not be any dirt buildup in corners or crevices. Walls, baseboards and other surfaces shall be free of splashes and markings from any equipment.

D. Dusting**Performance Requirements**

The Contractor shall dust sides, tops, and bottom surfaces of furniture and panels, walls, light fixtures, ceiling tiles, supply and return grills

Performance Standards

By the beginning (5:00 a.m.) of each workday, there shall be no obvious dirt, dust, or streaks on sides, tops and bottom surfaces. Corners, crevices, moldings, and ledges shall be free of dust. There shall be no oils, spots or smudges on surfaces.

Note: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk-type items shall be lifted and dust removed from the surrounding areas.

E. Ash Receptacles**Performance Requirements**

The Contractor shall clean ash receptacles and dispose of waste.

Performance Standards

By the beginning (5:00 a.m.) of each workday, ash receptacles shall be clean and free of cigarette butts, dust, ashes, tar streaks, nicotine stains, matches, and other discarded material.

F. Drinking Fountains**Performance Requirements**

The Contractor shall clean drinking fountains throughout the White Flint North Complex.

Performance Standards

By the beginning (5:00 a.m.) of each workday, drinking fountains shall be clean and bright, free of dust, spots, bubblers, stains, streaks, water spots, and encrustation. Drinking fountains shall be kept clean of trash, ink, and coffee grounds, and any other debris.

G. Hard and Resilient Flooring**Performance Requirements**

The Contractor shall mop and spray buff hard and resilient flooring and thresholds. In the copy rooms, area to be cleaned includes floor area under copy machines, under tables, under copy paper and any other item that needs to be moved so that the entire floor is cleaned.

Performance Standards

By the beginning (5:00 a.m.) of each workday, floors shall be clean and free of old sealants, finishes, streaks, mop strand marks, shoe scuffs or any scuff marks, dust, grime, gum, soil substances, or other foreign matter and have no powdery residue and skipped areas. Walls baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area shall have a finished uniform luster without unsightly finish buildup. No dirt shall accumulate in corners or near baseboards, behind doors or under furniture. The sealing and finish shall be evenly applied with a uniform luster and adhere to flooring.

H. Walls, Doors, Sills, and Frames**Performance Requirements**

The Contractor shall clean walls, entrance doors and sills, window sills, window frames, doors (interior and exterior) and door tracks and interior walls in elevator cars.

Performance Standards

By the beginning (5:00 a.m.) of each workday, vertical and horizontal surfaces, door tracks, doors and frames, corners, and crevices, shall be clean and free of dirt, dust, paper and paper pieces, spillages, spots, trash, finger marks, smudges, soil substances, stains, debris, streaks, and present an overall appearance of cleanliness.

I. Mats**Performance Requirements**

The Contractor shall clean floor mats and during inclement weather, lay out floor mats provided by the NRC in entrance ways and lobbies. Remove, clean and store mats when no longer required.

Performance Standards

By 5:00 a.m. of each workday, mats shall be clean and free of dirt, grime, stains, and moisture, and in place.

J. Doorknobs, Push Bars, Push Plates, Kick Plates, Railings, Elevator Lobbies Window Braces, Woodwork – Metal, Wood, and Chrome Polishing

Performance Requirements

The Contractor shall clean and polish doorknobs, door thresholds, push bars, push plates, kick plates, railings, and other surfaces; clean and polish handrails, doors, sliding door framing, OWFN elevator lobbies window braces, and other surfaces. Surfaces to be polished are metal wood, and polishing.

Performance Standards

By the beginning (5:00 a.m.) of each workday, surfaces shall be free of oil, grease, dirt, grime, smears, stains, and finger marks. They shall be clean, bright and polished to a uniform luster.

K. Passenger Elevators

Performance Requirements

The Contractor shall clean carpet, doors (interior and exterior), door tracks, door frames, interior walls, in the evening.

Performance Standards

By the beginning (5:00 a.m.) of each workday, elevator shall be clean and free of dirt, dust, paper and paper pieces, other debris, spillages, spots, trash, finger marks, smudges, soil substances, stains, streaks, and present an overall appearance of cleanliness.

L. Public Telephones

Performance Requirements

The Contractor shall clean and disinfect public telephones.

Performance Standards

By the beginning (5:00 a.m.) of each workday, telephone surfaces shall be free of dirt, streaks, spots, and sanitized.

M. Microwaves, Refrigerators and Refrigerator/Freezers, Ranges, Cabinets, Counter tops – Pertains to Private Kitchens, Child Development Center, Lounges, Vending Rooms, Coffee Stations, Auditorium Kitchen, Executive Dining Suite, Hearing Rooms, Operations Center, and Refrigerator Rooms

Performance Requirements

The Contractor shall clean the inside and outside of microwaves, refrigerators, refrigerator/freezers, ranges, ovens, stoves, cabinets and counter tops in the Commission Suites, Auditorium Kitchen, Commission Hearing Room and the Executive Dining Suite. The Contractor shall clean the outside of microwaves, refrigerators/freezers, cabinets, ranges, exterior surface area of counter tops, and the inside and outside of cabinets in all areas.

Performance Standards

By the beginning (5:00 a.m.) of each workday, microwaves, refrigerator/freezers, ranges, ovens, stoves, cabinets. And counter tops shall be free of dirt, dust, water stains, spots, streaks, soil substances, smudges, and food particles.

N. Trash Cans**Performance Requirements**

Trash cans shall be emptied, cleaned, and fresh liners placed in cans daily

Performance Standards

By the beginning (5:00 a.m.) of each workday, trash cans and waste receptacles shall be emptied, germ free, odor free, and no debris, dirt, smudges, soil substances, splashes, or streaks shall be on the surfaces of the trash cans. A plastic liner shall be inserted in each can.

O. Supplies**Performance Requirements**

The Contractor shall fully stock vending rooms, coffee stations, and lounges where applicable, with paper towels and soap.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that the vending rooms, coffee stations, and lunges are fully stocked with paper towels and soap. The quality of the products shall meet Contract requirements.

Throughout each workday, the Contractor shall ensure that these rooms are fully stocked with paper towels and soap. The quality of the products shall meet Contract requirements.

Deduction for unacceptable or Non-Performance of Room Cleaning

A. A room shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), then a deduction shall be assessed for the entire floor. A deduction in the amount of \$200.00 for each day shall be taken for deficiencies per floor.

OR

B. Room cleaning shall be considered deficient if a QA inspection reveals three (3) deficiencies (see examples below) per floor from the above standards. If the Contractor corrects the deficiencies within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first 3 deficiencies per floor. If more than 3 deficiencies per floor are found or if the contractor fails to correct the 3 deficiencies within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. The exception to the one hour time frame are those abatements to deficiencies which are disruptive to building occupants. These exceptions shall be corrected after 6:00 p.m. the same day. The Contractor shall obtain PO approval for any exceptions. A deduction in the amount of \$200.00 for each day shall be taken for deficiencies per floor.

Deductions for Unsatisfactory Performance for Room Cleaning

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$100.00 per floor.

Major Deficiencies

The following are examples of Major deficiencies for each floor. Each item counts as a major deficiency and shall be used to deduct for the entire floor being deficient.

- One-half of the floor not vacuumed (e.g., TWFN 7th floor).

- One corridor trash not emptied (e.g., "C" corridor).
- All elevators in one building not cleaned.
- Supplies not replenished on the entire floor.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each floor. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Door glass not cleaned.
- Wood surface not cleaned.
- Carpet stain.
- Wall dirty.
- Scuffed floor.
- Floor dirty.
- Baseboard dirty.
- Dust on furniture.
- Dust on panels.
- Ash receptacle dirty.
- Drinking fountain has spots.
- Floor dirty.
- Door not cleaned.
- Door threshold not cleaned.
- Door frame dirty.
- Floor mat not laid out during inclement weather.
- Mat not clean.
- Doorknob dirty.
- Window Brace dirty.
- Railing dirty.
- Chrome dirty.
- Elevator track dirty.
- Elevator door has prints.
- Elevator carpet stains or dirty.
- Elevator inside of car wall dirty.
- Public telephone dirty.
- Microwave, refrigerator or range not clean.
- Cabinet not clean.
- Countertop not clean.
- Trash can not empty.
- Trash cans missing liner.
- Trash can not sanitized.
- Paper towels missing from a room.
- Soap missing from a room.

5. HARD AND RESILIENT FLOORING – Section C.2.2

- **Stripping** – Note: The following shall be performed by January 15, and shall be performed quarterly thereafter (by April 15; July 15, and October 15) for the Base Year and if the Options Years are exercised, shall be performed by January 15, April 15, July 15, and October 15 of the Option Years.

Performance Requirements

The Contractor shall strip resilient and hard floors using manufacturer's recommended procedures.

Note: Dry stripping shall not be used within the White Flint North Complex. Additional coats of stripping shall be provided by the contractor between these quarterly frequencies if the PO determines the performance standards are not met.

Performance Standards

By January 15, the resilient and hard floors shall be free of sealants, finishes, dirt, grime, gum, soil substances, or other foreign matter and have no powdery residue. There shall be no buildup on corners or crevices. Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Resilient floors shall be free of streaks, mop strand marks, and skipped areas. Thereafter, stripping shall be performed by the dates noted above.

- **Sealing** – Note: The following shall be performed by January 15, and shall be performed quarterly thereafter (by April 15, July 15, and October 15) for the Base Year and if the Options Years are exercised the following shall be performed by January 15, April 15, July 15, and October 15 of the Option Years.

Performance Requirements

The Contractor shall seal resilient and hard floors with two coats of a penetrating sealer that fills the pores of the matrix and becomes a bonded integral part of the hard floor. Seal resilient and hard floors using manufacturer's recommended procedures.

Performance Standards

By January 15, the resilient and hard floors shall be evenly coated. Spots, streaks, and stains shall be eliminated. There shall be no buildup in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from the equipment. Resilient floors shall be free of streaks, mop strand marks, and skipped areas. Sealant must adhere to the hard floor. Thereafter, the sealing shall be performed by the dates above.

- **Finishing** – Note: The following shall be performed by January 15, and shall be performed quarterly thereafter (by April 15, July 15, and October 15) for the Base Year and if the Options Years are exercised the following shall be performed by January 15, April 15, July 15, and October 15 of the Option Years.

Performance Requirements

Apply four coats of finish to hard floors, using manufacturer's recommendations. Apply three coats of finish to resilient floors, using manufacturer's recommendations.

Note: Additional coats of finish shall be provided by the Contractor between these quarterly frequencies if the PO determines the performance standards are not met.

Performance Standards

By January 15, evenly apply the finish. Resilient and hard floors shall have a uniform luster. Hard floors shall be free of soil substances, streaks, mop strand marks, and missed spots. Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Thereafter, the sealing shall be performed by the dates noted above.

NOTE: Dry stripping shall not be used within the White Flint North Complex.

Deduction for Unacceptable or Non-Performance for Stripping, Sealing, and Finishing Hard and Resilient Flooring

A. A floor shall be considered deficient if an Email from the PO or Quality Assurance (QA) inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed for the entire floor. A deduction in the amount of \$1,000.00 for first floor in OWNF and first floor in TWFN; \$596.00 for all other floors in the White Flint North Complex for each day shall be taken for deficiencies per floor.

OR

B. Stripping, sealing and finishing shall be considered deficient if the quarterly QA inspection reveals two deficiencies (see examples below) in both buildings from the above standards. If the Contractor corrects the deficiencies within 24 hours of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first two deficiencies. If more than two deficiencies are found, or if the contractor fails to correct deficiencies for stripping, sealing, and finishing services within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$1,000.00 for first floor in OWFN and first floor in TWFN; \$600.00 for all other floors in the White Flint North Complex for each day shall be taken for deficiencies per floor.

Deductions for Unacceptable or Unsatisfactory Performance for Stripping, Sealing, and Finishing Hard and Resilient Flooring

For unacceptable or non-performance or services relating to employee health, safety, and sanitation, the deduction shall be an additional \$600.00 for first floor in OWFN and first floor in TWFN; and an additional \$300.00 for all other floors in the White Flint North Complex for each day shall be taken for deficiencies per floor.

Major Deficiencies

The following are examples of Major deficiencies for each floor. Each item counts as a major deficiency and shall be used to deduct or the entire floor being deficient.

- Entire floor not stripped, sealed, and finished.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each floor. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Floor not stripped, or sealed, or finished.
- Contractor did not use the correct number of coats for sealing and finishing.
- Schedule not met for this Basic Service.

6. STAIRWAYS – Section C.2.2

Performance Requirements

Stairway landings, steps, risers, railings, ledges, grilles, stand pipes, and doors shall be free of dirt, dust, smudges, water streaks, mop marks, string, gum, grease, tar, spots, paper and other loose foreign matter, and present an overall appearance of cleanliness.

Performance Standards

By the beginning (5:00 a.m.) each work day, the Contractor shall dust, vacuum, spot clean, wet mop, and scrub these performance areas which shall be free of dirt, dust, smudges, marks, spots, paper and other loose foreign matter, and present an overall appearance of cleanliness. Surfaces shall be dry.

Deduction for Unacceptable or Non-Performance for Stairways

A. A stairway shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see example below), then a deduction shall be assessed for the entire stairway. A deduction in the amount of \$50.00 for each day shall be taken for deficiencies per stairway.

OR

B. A stairway shall be considered deficient if a CLEANIT, Email, or QA inspection reveals three deficiencies (see example below) per stairway from the above standards. If the Contractor corrects the deficiencies within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first three deficiencies in both buildings. If more than three deficiencies are found or if the Contractor fails to correct deficiencies within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$50.00 for each day shall be taken for deficiencies per stairway.

Deduction for Unacceptable or Unsatisfactory Performance for Stairways

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$100.00 taken per stairway.

Major Deficiencies

The following are examples for Major deficiencies for each stairway. Each item counts as a major deficiency and shall be used to deduct for the entire stairway being deficient.

- One-half the stairway is dirty.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each stairway. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Stairway landings dirty.
- Stairway railings dirty.
- Debris on steps.

7. LOADING DOCK AREA (includes Platforms and Docks) – Section C.2.2

Performance Requirements

The Contractor shall clean the two loading dock areas from the driveway to the loading docks.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the floor, platform, and area around the driveway to the loading dock shall be free of dirt, dust, smudges, marks, spots, paper and other loose foreign matter, and present an overall appearance of cleanliness. Surfaces shall be dry.

Deduction for Unacceptable or Non-Performance for Loading Dock Area

A. This cleaning service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), then a deduction shall be assessed for the entire loading dock. A deduction in the amount of \$100.00 for each day shall be taken for deficiencies per loading dock area.

OR

B. The cleaning service shall be considered deficient if a CELANIT, Email, or QA inspection reveals two deficiencies (see examples below) per loading dock area from the above standards. If the Contractor corrects the deficiency within one hour of notification (or alternate schedule approved by the PO), no deductions and liquidations shall be taken for the two deficiencies for the loading dock area. If more than the two deficiencies per loading dock are found or if the Contractor fails to correct these deficiencies within the one hour time (or alternate schedule approved by the PO), then a contract price deduction shall be taken. A deduction in the amount of \$100.00 for each day shall be taken for deficiencies per loading dock area.

Deduction for Unacceptable or Unsatisfactory Performance for Loading Area

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 taken per loading dock area.

Major Deficiencies

The following are examples of Major deficiencies for each loading dock. Each item counts as a major deficiency and shall be used to deduct for the entire loading dock being deficient.

- Entire loading dock dirty.
- Loading dock inaccessible due to trash or debris.
- Debris throughout the loading dock driveway.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each loading dock. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Paper on floor.
- Floor dirty.
- Walls dirty.
- Filled plastic garbage bag not placed in dumpster.
- Containers not orderly.
- Debris on driveway in front of loading dock.

**8. THE WHITE FLINT NORTH COMPLEX GARAGE TO INCLUDE RAMPS, FLOOR, RAILINGS –
Section C.2.2**

Performance Requirements

The Contractor shall police garage levels daily in The White Flint North Complex and TWFN to ensure the garage, ramps, floors, and railings are free of paper, debris, trash, water, oil and grease spills, and other discarded materials; and ensure cleanup is performed to ensure safety conditions in the garage. Quarterly cleaning to remove normal buildup of dirt, oil and grease on walls, railings, columns, floors, fixtures, pipes conduits and equipment including an annual sealing of the garage floors shall be performed by January 15, April 15, July 15, and October 15 of each contract year.

Performance Standards

By the beginning (5:00 a.m.) of each workday, garage areas shall be free of paper, trash, other discarded materials, and foreign matter. The floor shall be free of standing water and loose material such as paper, cans, bottles, and spills of oil, beverages, or other fluids. The normal buildup of dirt, oil, and grease shall be cleaned quarterly to present an overall appearance of cleanliness.

Deduction for Unacceptable or Non-Performance for Garage Cleaning

A. This cleaning service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), then a deduction shall be assessed for each garage level for each garage. A deduction in the amount of \$50.00 daily cleaning and \$200.00 quarterly cleaning shall be taken for deficiencies per garage level for each garage.

OR

C. This cleaning service shall be considered deficient if a CLEANIT, Email, or QA inspection reveals three deficiencies (see examples below) from the above standards. If the Contractor corrects the three deficiencies within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first three deficiencies. If more than three deficiencies are found or if the Contractor fails to correct the three deficiencies within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$50.00 daily cleaning and \$200.00 quarterly cleaning shall be taken for deficiencies per garage level for each garage.

Deductions for unacceptable or Unsatisfactory Performance for Garage Cleaning

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$100.00 daily and \$300.00 for quarterly cleaning shall be taken per garage level for each garage.

Major Deficiencies

The following are examples of Major deficiencies for the garages. Each item counts as a major deficiency and shall be used to deduct for the entire garage(s) being deficient.

- Debris throughout the garage.
- Oil and grease spills causing safety hazards.
- Failure to respond to CLEANIT's in the time frame shall be considered major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each garage level. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Paper and debris in a section of the garage.
- Water puddle not cleaned up.
- Oil or grease spill.

9. POLICING GROUNDS – Section C.2.2**Performance Requirements**

The Contractor shall police grounds to include entrances, landings, steps, sidewalks, plaza, walkways, parking areas, driveways, outside eating areas, courts, parking areas, lawns, to ensure outside areas are free of debris.

Performance Standards

By the beginning (9.00 a.m.) of each workday, exterior ground areas shall be free of water puddles, paper, trash, bottles, leaves, landscape debris, dirt, and other discarded materials, and present an overall appearance of a neat clean environment.

Deduction for Unacceptable or Non-Performance for Policing Grounds

A. This cleaning service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), then a deduction shall be assessed for policing the grounds. A deduction in the amount of \$50.00 for each day shall be taken for deficiencies for policing grounds.

OR

B. This cleaning service shall be considered deficient if a QA inspection reveals two deficiencies (see examples below) from the above standards. If the Contractor corrects the deficiencies within one hour of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first two deficiencies. If more than two deficiencies are found or if the contractor fails to correct deficiencies within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken. A deduction in the amount of \$50.00 for each day shall be taken for deficiencies for policing grounds.

Deductions for Unacceptable or Unsatisfactory Performance for Policing Grounds

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 taken for policing grounds.

Major Deficiencies

The following are examples of Major deficiencies for policing the grounds. Each item counts as a major deficiency and shall be used to deduct for the entire grounds policing.

- Debris throughout the grounds.
- Debris causing unsafe conditions.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for policing grounds. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Paper and debris on grounds.
- Water pools on sidewalks.

10. BLINDS – Section C.2.2**Performance Requirements**

The Contractor shall clean window blinds (exterior and interior) and window framing following washing cycle.

Performance Standards

Within 15 days after the beginning of each six-month period, both sides of window blind slats shall be free of dust, dirt, and water spots. The Contractor shall be responsible for any damaged blinds in cleaning. Any damaged blinds noted prior to cleaning shall be reported to the PO.

Deduction for Unacceptable or Non-Performance for Blinds

A. Blind cleaning shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed per floor. A deduction in the amount of \$800.00 for the semi-annual cost shall be taken for deficiencies per floor.

OR

B. Blind cleaning shall be considered deficient if a CLEANIT, Email, or QA inspection reveals five (5) deficiencies (see examples below) per floor from the above standards. If the Contractor corrects the deficiencies within 24 hours of notification (or alternate schedule approved by the

PO), no deductions shall be taken for the first 5 deficiencies per floor. If more than 5 deficiencies per floor are found, or if the Contractor fails to correct the 5 deficiencies per floor within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$800.00 for the semi-annual cost shall be taken for deficiencies per floor.

Deductions for Unacceptable or Unsatisfactory Performance for Blinds

For unacceptable or non-performance of services relating to employees health, safety, and sanitation, the deduction shall be an additional \$400.00 taken per floor.

Major Deficiencies

The following are examples of Major deficiencies for blinds. Each item counts as a major deficiency and shall be used to deduct for the entire floor being deficient.

- Quarterly cleaning was not performed as scheduled.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for blind cleaning. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Blinds not cleaned.
- Dust on blinds.

11. HIGH CLEANING – Section C.2.2

Performance Requirements

The Contractor shall clean surfaces and objects in the building which are more than 108" above the floor level. This includes wall and ceiling areas and anything affixed to or included in these surfaces. Drapes shall be vacuumed in place.

Performance Standards

By the 15th day after the start of each calendar quarter, surfaces shall be free of dust, dirt, and water spots. The contractor shall be responsible for any damaged drapes in cleaning. Any damaged drapes noted prior to cleaning shall be reported to the PO.

Deduction for Unacceptable or Non-Performance for High Cleaning

A. This service shall be considered deficient if an Email from the PO or quarterly QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed for each floor. A deduction in the amount of \$400.00 for the quarterly cleaning shall be taken for deficiencies per floor.

OR

B. This service shall be considered deficient if a CLEANIT, Email, or quarterly QA inspection reveals two deficiencies (see examples below) per floor from the above standards. If the Contractor corrects the deficiencies within 24 hours of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first two deficiencies per floor. If more than two deficiencies per floor are found or if the contractor fails to correct the two deficiencies per floor within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$400.00 for the quarterly cleaning shall be taken for deficiencies per floor.

Deductions for Unacceptable or Unsatisfactory Performance for High Cleaning

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$203.50 taken per floor.

Major Deficiencies

The following are examples of major deficiencies for each floor. Each item counts as a major deficiency and shall be used to deduct for the entire floor being deficient.

- Quarterly cleaning wasn't performed as scheduled.
- Drapes weren't vacuumed on one floor.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for blind cleaning. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Drapes weren't vacuumed in a work station.
- Blinds have dust.
- Water spots on blinds.
- Dirty drapes.

12. COMPUTER CENTERS – OWFN 2nd Floor and TWFN 5th Floor – Section C.2.2**Performance Requirements**

Under floor plenum (Annually): The Contractor shall vacuum the entire concrete under floor plenum and remove dirt and debris. The under floor plenum is approximately 742 square feet in OWFN and 4,800 square feet in TWNF. The Contractor shall take precautions not to disturb any cables and wiring. Upon completion of the task, raised flooring shall be securely reinstalled in the floor grid. The Contractor shall begin work on a Saturday at 6:00 p.m. and work shall be completed no later than 12 noon the following day (Sunday). The Contractor shall give the PO seven (7) days advance notification.

Raised floor (Quarterly): The Contractor shall sweep, vacuum and scrub the entire raised floor area. The floor area in OWFN is approximately 742 square feet and 4,800 square feet in TWFN. The raised floor cleaning is to be performed during the same weekend that the under floor is cleaned. The Contractor shall begin work on a Saturday at 6:00pm and work shall be completed no later than 12 noon the following day (Sunday). The Contractor shall provide the PO seven (7) work days advance notification for performing this work.

Performance Standards – Annually

By the 15th day after the beginning of the Base Year and each Option Year thereafter, the floor shall be free of dirt, dust and other foreign matter and work completed within the time frame specified. The under floor surface shall be free of dirt and dust. At least five (5) days before starting work, contractor shall provide MSDS sheets to the PO for any proposed cleaning products.

Performance Standards – Quarterly

By the 15th day after the beginning of each calendar quarter, the floor shall be free of dirt, dust, and other foreign matter and work completed within the time frame specified. Floor surface shall be free of dirt, marks, scuffs and streaks. At least five (5) days before starting work, contractor shall provide MSDS sheets to the PO for any proposed cleaning products. No water shall leak to the under floor and on wiring.

Deduction for Unacceptable or Non-Performance for Computer Room Cleaning

This service shall be considered deficient if a CLEANIT, Email or quarterly QA inspection reveals any deficiency exists (see examples below), and then a deduction shall be assessed for annual and/or quarterly cleaning. A deduction in the amount of \$1,000.00 for the annual cleaning shall be taken for deficiencies per floor. A deduction in the amount of \$500.00 for the quarterly cleaning shall be taken for deficiencies per floor.

Deductions for Unacceptable or Unsatisfactory Performance for Computer Room Cleaning

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$300.00 for the annual cleaning and additional \$100.00 for the quarterly cleaning shall be taken for deficiencies per floor.

Examples of Deficiencies

The following are examples (but not limited to) of deficiencies for the annual and quarterly cleaning of the Computer Rooms. Each item counts as a deficiency and shall be used to deduct for the entire quarterly or annual schedule.

- Annual cleaning not performed as scheduled.
- Quarterly cleaning not performed as scheduled.
- Entire under plenum not cleaned.
- All floor tiles not cleaned.
- Failure to respond to CLEANIT's in the mean time frame shall be considered a major deficiency.

13. RECYCLING – Section C.2.3

The Contractor shall perform Recycling Services necessary for the removal of recycle products from the White Flint North Complex in accordance with the requirements in Section C.2.3 of the Contract. All requirements in Section C.2.3 shall be met.

A. Grade I and II Paper-Section C.2.3.A.**Performance Requirements**

The Contractor shall monitor and empty Grade I and II paper from the White Flint North Complex when the contents are ½ full or more and transport in separate carts to the OWFN loading dock within the same day. All requirements in Section C.2.3.A. shall be met.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that the paper recycling boxes are not more than ½ full. The Contractor shall ensure Grade I and II paper is emptied into separate carts and transported to the OWFN loading dock within the same day. The contractor shall monitor the condition of the boxes and replace any missing, defective, worn or marked boxes. The Contractor shall ensure the Grade I paper is placed in the carts separate from other paper goods.

B. Glass Bottles, Plastic and Aluminum cans-Section C.2.3.B.**Performance Requirements**

The Contractor shall monitor and empty glass bottles, plastic and aluminum cans from the White Flint North Complex in accordance with the requirements specified in the Contract, Section C.2.3.B. The Contractor shall provide liners for recycling containers, and ensure that containers are emptied when half full or more. All requirements in Section C.2.3.B shall be met.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that containers throughout the White Flint North Complex are no more than half full. The Contractor shall ensure the liners are provided for the containers and there shall be no liquid drippings, food particles, dirt, or the other foreign on the exterior or interior of the containers. Products inside or near the containers after the liners have been removed will be placed in the new liner. Products are to be emptied in the appropriate containers located in OWFM P1 dock. Containers are to be inspected daily for cleanliness and cleaned at a minimum of once per week.

C. Newspapers – Section C.2.3.C.**Performance Requirements**

The Contractor shall empty newspaper containers located on each floor in the White Flint Complex and transport to the OWFN P1 loading canvas carts marked Newspapers Only in accordance with the requirements specific in the Contract, Section C.2.3.C. Containers shall be emptied when that are ½ full or more. All requirements in Section C.2.3.C shall be met.

Performance Standards

By the beginning (5:00 a.m.) of each workday the Contractor shall ensure that the newspaper containers are no more than ½ full or more. The Contractor shall ensure that newspapers are transported to the OWFN P1 loading dock and placed in a cart marked for Newspapers Only. There shall be no loose papers on the floor at the point of departure on the floors through the deposit on the OWFN P1 loading dock.

D. Laser Toner Cartridges and Supplies – Section C.2.3.D.**Performance Requirements**

The Contractor shall monitor and empty used laser toner cartridges and supplied from NRC-furnished containers located in the copy rooms weekly and transport to the supply store in OWFN P-136 in accordance with the requirements in the Contract, Section C.2.3.D. The boxes are to be inspected daily to determine if the containers are half full or more and need to be emptied or if the containers are worn or defective and need replacement. The Contractor shall empty the contents in the O-P1 supply room into containers specified by the NRC. All requirements in Section C.2.3.D. shall be met.

Performance Standards

By the beginning (5:00 a.m.) of each workday the Contractor shall ensure that containers are no more than half full. The Contractor shall ensure that containers are usable and not defective. When transporting used toner cartridges and supplies, the Contractor shall ensure there are no loose items left on the floor. The Contractor shall empty the supplies into containers.

Deduction for Unacceptable or Non-Performance for Recycling

A. This service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed for the entire floor. A deduction in the amount of \$100.00 shall be taken for deficiencies per building.

OR

B. This service shall be considered deficient if a CLEANIT, Email, or QA inspection reveals three deficiencies (see examples below) from the above standards. If the Contractor corrects the deficiencies within one hour of notification (or alternate schedule approved

by the PO), no deductions shall be taken for the first three deficiencies. If more than three deficiencies are found or if the Contractor fails to correct the three deficiencies within one hour (or alternate schedule approved by the PO), then a contact price deduction shall be taken as set forth below. A deduction in the amount of \$100.00 shall be taken for deficiencies per building.

Deductions for Unacceptable or Unsatisfactory Performance for Recycling

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 taken per building.

Major Deficiencies

The following are examples (but not limited to) of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for each building being deficient.

- One-half of the recycle boxes on a floor weren't emptied (e.g., T-7th floor).
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each building. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Any recycle box above ½ full not emptied.
- Any supply box above ½ full not emptied.
- Bottles, plastic, and cans that are above ½ full not emptied.
- Newspaper containers above ½ full not emptied.
- Recycle paper and other products not separated in accordance with the contract.

14. **TRASH/WASTE REMOVAL – Section C.2.4**

Performance Requirements

The Contractor shall furnish the necessary labor, equipment, materials, and supervision to provide waste, debris removal, and disposal services for the White Flint North Complex in accordance with requirements in Section C.2.4 of the Contract.

The Contractor shall provide compactors and containers as specified in the Contract, Section C.2.4.C. The Contractor shall transport trash and debris collected to a certified waste transfer facility. Equipment shall be in place and fully operational at the takeover date of the Contract.

The Contractor shall ensure that the containers are removed and returned within the time frames specified in the Contract C.2.4.D.

The Contractor shall ensure the selection of a certified disposal facility and that trash and debris shall be collected and transported to a certified waste transfer facility for the purpose of manufacturing or recycling to the maximum extent available (Section C.2.4.E.)

The Contractor shall provide the PO by 8:00 a.m. the following workday after disposal, with a legible copy of the certification dump ticket with the information required in the Contract, Section C.2.4.E.

Performance Standards

The Contractor shall ensure that vehicles and equipment are in compliance with safety rules and ensure environmental quality assurance for vehicles, equipment, sanitation, solid waste disposal, as specified in the Contract, Sections C.2.4.A and C.2.4.B.

The Contractor shall ensure that the types and size of the compactors and containers (as specified in the Contract, Section C.2.4.C are provided for collecting trash and debris and that a certified waste transfer facility is provided for transporting and disposing of trash and waste as specified in the Contract, Section C.2.4.E., and that the containers are removed and returned within the time frames specified in the Contract, Section C.2.4.D

The Contractor shall ensure that the compactors and containers are in place and fully operational at the takeover date of the Contract. The Contractor shall ensure that the equipment is emptied and returned within the time frame specified in the Contract, Section C.2.4.D

The Contractor shall ensure that the PO receives a copy of each dump ticket by 8:00 a.m. the following work day after dumping the containers at the disposal facility. See Section C.2.4.E

Deduction for Unacceptable or Non-Performance for Trash/Waste Removal

A. This service shall be considered deficient if an Email from the Po or QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed from the above standards. A deduction in the amount of \$500.00 for supplying compactor, \$200.00 for emptying compactor, and \$100.00 for washing compactor, shall be taken for deficiencies for trash removal.

OR

B. This service shall be considered deficient if a CLEANIT, Email, or QA inspection reveals one deficiency (see examples below) from the above standards. If the Contractor corrects the deficiency within two hours of notification (or alternate schedule approved by the PO), no deductions shall be taken for the one deficiency. If more than one deficiency is found or if the contractor fails to correct the one deficiency within two hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$500.00 for supplying compactor, \$200.00 for emptying compactor, and \$100.00 for washing compactor, shall be taken for deficiencies for trash removal.

Deductions for Unacceptable or Unsatisfactory Performance for Trash/Waste Removal

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$200.00 for supplying compactor, \$100.00 for emptying compactor, and \$50.00 for washing compactor, taken for deficiencies for trash removal.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for the entire floor being deficient.

- Compactor not emptied.
- Not following applicable laws and regulations regarding sanitation and solid waste.
- Not removing and returning compactor as scheduled in the contract.
- Not utilizing a certified disposal facility.
- Vehicles not in compliance with safety rules.
- Not using type and size of compactor as specified in contract.
- Compactor not operational.

- Not washing and deodorizing compactor at least twice a year.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each floor. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Dump tickets not provided by 8:00 a.m. the following workday.
- Debris left when compactor emptied and debris wasn't removed.
- Not returning compactor to the exact position where it left.

15. PEST CONTROL – Section C.2.7

Performance Requirements

The Contractor shall adhere to requirements in the Contract, Section C.2.7 to ensure that required services are performed that suppresses pests to the point where they are not interfering with operations, destroying property, or adversely affecting health and oral (The pest problem has been reduced to the point where they are no longer obvious).

Pest control methods shall include surveillance, trapping, application of pesticides and recommending structural and procedural modifications which establish physical barriers to pest, and reduce the food, water and harborage available to them inside the White Flint North Complex, garages, and grounds.

Performance Standards

The Contractor shall conduct an initial inspection to evaluate the pest control needs of the premises and discuss these needs with the PO.

The Contractor shall provide a detailed Integrated Pest management (IPM) program for the White Flint North Complex, garages and grounds.

The Contractor shall monitor, inspect, and identify pest infested zones and make objective assessments of pest population levels and methods to suppress the pests.

The Contractor shall maintain a complete and accurate pest management log.

The Contractor shall provide only qualified pest management personnel with adequate experience in the conduct of IPM program.

The Contractor shall observe safety precautions throughout the performance of this contract.

The Contractor shall minimize the use of synthetic organic pesticides wherever possible. Pesticides used by the Contractor must be registered with the EPA and Appropriate State and/or local jurisdiction.

The Contractor shall pick up and dispose of pest carcasses in or around the buildings listed in this contract within 12 hours of being notified by PO.

Deduction for Unacceptable or Non-Performance for Pest Control

- A. Pest Control services shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below), and then a deduction shall be assessed from the above standards. A deduction in the amount of \$200.00 for failure to perform IPM and \$100.00 for service calls shall be taken for deficiencies for pest control deficiencies.

OR

- B. Pest Control services shall be considered deficient if a CLEANIT, Email, or QA inspection reveals two deficiencies (see examples below) from the above standards. If the Contractor corrects the two deficiencies within 24 hours of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first two deficiencies. If more than two deficiencies are found, or if the contractor fails to correct the two deficiencies within the 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken. A deduction in the amount of \$200.00 for failure to perform IPM and \$100.00 for service calls shall be taken for deficiencies for pest control deficiencies.

Deductions for Unacceptable or Unsatisfactory Performance for Pest Control

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$100.00 for failure to perform IPM and \$50.00 for service calls taken for deficiencies for pest control deficiencies.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for the entire floor being deficient.

- IPM program not provided.
- Not using safety precautions.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each floor. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Not informing PO of pest control treatments.
- Not monitoring, inspection and identifying pests.
- Not providing reporting requirements to the PO for pest control.

16. INCIDENTAL CUSTODIAL TASKS – Section C.2.6.1**Performance Requirements**

The Contractor shall complete Incidental Custodial Tasks (ICT) in accordance with the instructions detailed in the CLEANIT service request system or as directed by the PO in accordance with the Contract, Section C.2.8.1.

Performance Standards

Work shall be completed within the time frame described on the CLEANIT request or PO direction. The incidental custodial tasks shall consist of a variety of custodial related services similar to those basic service requirement set forth in the contractor. Work shall be performed in accordance with the standards described in other parts of the exhibit.

Deduction for Unacceptable or Non-Performance for ICTs

- A. This service shall be considered deficient if an Email from the PO or QA inspection reveals a major discrepancy exists (see examples below) from the above standards. A deduction in the amount of \$300.00 shall be taken for deficiencies for individual ICTs.

OR

- B. This service shall be considered deficient if a CLEANIT, Email, or QA inspection reveals one discrepancy (see examples below) from the above standards. If the Contractor corrects the discrepancy within two hours of notification (or alternate schedule approved by the PO), no deductions shall be taken for the first deficiency. If more than one deficiency is found, or if the Contractor fails to correct the one deficiency within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$300.00 shall be taken for deficiencies for individual ICTs.

Deductions for Unacceptable or Unsatisfactory Performance for ICTs

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$150.00 taken per ICT.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for the entire ICT.

- No action on an ICT.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies for each ICT. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Not providing number and qualified personnel.
- Not providing adequate equipment and supplies.

17. AUDITORIUM AND CONFERENCE ROOM SETUPS – Section C.2.6.2

Performance Requirements

The Contractor shall complete tasks in accordance with the instructions detailed on CLEANIT service request system, Email CLEANIT from the Administrative Services Center, or as directed by the PO in accordance with the Contract, Section C.2.8.2.

The Contractor shall provide set-up arrangements in the White Flint North Complex conference rooms, OWFN Commission Meeting Rooms, TWFN Auditorium, TWFN Atrium, TWFN Exhibit area, and TWFN Cafeteria in accordance with Contract requirements, Section C.2.8.2

Performance Standards

By the beginning (5:00 a.m.) of each workday, the contractor shall ensure that all the White Flint North Complex conference rooms, OWFN Commission Meeting Rooms, OWFN Public Hearing Room, TWFN Auditorium, TWFN Stage and Ramp, TWFN Atrium, TWFN Exhibit area, and TWFN Cafeteria shall be re-set each night to the established configuration provided in the contract or by the PO. The contractor shall notify and Administrative Services Center of any missing tables, chairs or other problems affecting the use of facilities.

The Contractor shall ensure that setups include arrangement and/or placement of chairs and tables, overhead projectors, easels and flip charts and opening and closing of movable partitions.

The Contractor shall ensure that special setup requirements and dates and times when work must be completed shall be provided to the Contractor by the Administrative Services Center staff or the PO.

The Contractor shall ensure that the auditorium storage room and closets are maintained clean, orderly and locked except when accessing for setups or cleaning.

The Contractor shall set up the handicapped ramp for outside events on the Green.

Deduction for unacceptable or Non-Performance for Auditorium/Conference Room Setups

A. This service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below) from the above standards, then a deduction shall be assessed. A deduction in the amount of \$50.00 for auditorium/special setups and \$25.00 for routine conference room setups shall be taken for deficiencies.

OR

B. This service shall be considered deficient if an Email from the PO or QA inspection reveals two deficiencies exist (see examples below) from the above standards. If the Contractor corrects the deficiencies within 30 minutes (or alternate schedule approved by the PO), no deductions shall be taken for these two deficiencies. If more than two deficiencies are found, or if the Contractor fails to correct the two deficiencies within 30 minutes (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$50.00 for auditorium/special setups and \$25.00 for routine conference room setups shall be taken for deficiencies.

Deductions for Unacceptable or Unsatisfactory Performance

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$25.00 for auditorium/special setups and \$15.00 for routine conference room setups shall be taken for deficiencies.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for all setups.

- Auditorium not setup.
- Conference Room not setup.
- No action on CLEANIT's or Email CLEANIT's for setups in a particular room.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions.

- Missing table or chair.
- Not setting up easel, overhead projector, or flip chart.
- Not opening or closing partition.

18. WINDOW WASHING – Section C.2.6.3

Performance Requirements

The Contractor shall perform window washing services semiannually. Surfaces shall be cleaned on both sides of interior and exterior windows, including glass over the exterior vestibule doors, atrium, entrances, lobbies, vestibules, "Link" connector, and the guard and parking booths.

Performance Standards

Within 60 days after the contract award and every 6 months thereafter throughout the contract period and any contract extensions, the interior and exterior glass shall be cleaned and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

Deduction for Unacceptable or Non-Performance for Window Washing

- A. This service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below) from the above standards, then a deduction shall be assessed. A deduction in the amount of \$2,101.00 shall be taken for deficiencies per floor.
- OR
- B. This service shall be considered deficient if an Email from the PO or QA inspection reveals two deficiencies exist (see examples below) from the above standards. If the Contractor corrects the deficiencies within 24 hours (or alternate schedule approved by the PO), no deductions shall be taken for these two deficiencies. If more than two deficiencies are found, or if the Contractor fails to correct the two deficiencies within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$2,000.00 shall be taken for deficiencies per floor.

Deductions for Unacceptable or Unsatisfactory Performance for Window Washing

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$100.00 taken per floor.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for an entire floor being deficient.

- ½ of a floor – windows not cleaned.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions per floor.

- Window not cleaned.
- Link window not cleaned.
- Lobby glass not cleaned.
- Balcony window not cleaned.
- Atrium window not cleaned.
- Glass not cleaned on both sides.
- Guard booth not cleaned.
- Parking booth not cleaned.

19. TWFN FITNESS CENTER AND OWFN JOGGERS SHOWER – Section C.2.6.4**Performance Requirements**

The Contractor shall perform requirements separately listed under Section C.2.2 Custodial Services cleaning and this Attachment 1 for the TWFN Fitness Center and OWFN Joggers Shower. Cleaning shall be performed at night with the exception of restocking supplies, cleaning service calls, restrooms, and showers, and the twice daytime cleaning to be performed between the hours of 8:00 a.m. and 10:00 a.m. and again between 1:00 p.m. and 3:00 p.m. in the TWFN Fitness Center.

Performance Standards

By the beginning (5:00 a.m. for nighttime cleaning) of each workday and by 3:00 p.m. (for daytime cleaning) each workday, the Contractor shall ensure that the restrooms are free of dirt, debris, smudges, marks, and fully stocked with supplies.

Deduction for Unacceptable or Non-Performance for Fitness Center and Joggers Shower

A. This service shall be considered deficient if an Email from the PO or QA inspection reveals a major deficiency exists (see examples below) from the above standard, then a deduction shall be assessed. A deduction in the amount of \$100.00 shall be taken for deficiencies per restroom.

OR

B. This service shall be considered deficient if an Email from the PO or QA inspection reveals two deficiencies exist (see examples below) from the above standards. If the Contractor corrects the deficiencies within 24 hours (or alternate schedule approved by the PO), no deductions shall be taken for these two deficiencies. If more than two deficiencies are found, or if the Contractor fails to correct the two deficiencies within 24 hours (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A deduction in the amount of \$100.00 shall be taken for deficiencies per restroom.

Deductions for Unacceptable or Unsatisfactory Performance for Fitness Center and Joggers Shower

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 taken per restroom.

Major Deficiencies

The following are examples of Major deficiencies. Each item counts as a major deficiency and shall be used to deduct for an entire Fitness Center or Joggers Shower.

- All shower stalls are dirty in one restroom.
- All mats are dirty in one restroom.
- No supplies in one restroom.
- No daytime cleaning performed in one restroom.
- Floor not cleaned in one restroom.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Other Deficiencies

The following are examples (but not limited to) of individual deficiencies per restroom. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions per restroom.

- Baseboard dirty.
- Floor around stall partition dirty.
- Floor under sink counter dirt.
- Floor under toilet bowl dirty.
- Sink dirty.
- Toilet dirty.
- Urinal dirty.
- Toilet fixture dirty.
- Door threshold dirty.
- Door dirty.
- Stall door dirty.
- Trash receptacle not emptied.
- Wood panel not cleaned.
- Wood surface not cleaned.
- Shower stall dirty.
- Shower mat dirty.

- No soap in a shower stall.
- No soap in sink.
- Walls dirty.
- Paper towel dispenser empty.
- Toilet paper roll empty.
- Seat cover dispenser empty.
- Sanitary napkins/sanitary supplied empty.
- Each item in each stall counts as a single deficiency.

20. DELIVERABLES

Performance Requirements

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

Performance Standards

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

Deduction for Unacceptable or Non-Performance for Deliverables

This service shall be considered deficient if an Email from the PO or QA inspection reveals one deficiency exists (see examples below) from the above standards. If the Contractor corrects the deficiency within one hour (or alternate schedule approved by the PO), no deductions shall be taken for the one deficiency. If more than one deficiency is found, or if the contractor fails to correct the one deficiency within one hour (or alternate schedule approved by the PO), then a contract price deduction shall be taken as set forth below. A price deduction shall be taken as set forth below. A deduction in the amount of \$50.00 for daily reports and \$100.00 for other periodic reports shall be assessed for the failure to provide documents within the time frame specified in the contract unless an alternate schedule has been approved by the PO. No deductions shall be assessed if deficiencies are corrected within one hour. A deduction will be assessed for each report.

Deductions for Unacceptable or Unsatisfactory Performance for Deliverables

For unacceptable or non-performance of services relating to employee health, safety, and sanitation, the deduction shall be an additional \$50.00 for daily and \$100.00 for other periodic reports for failure to provide documents within the time frame specified in the Contract unless an alternate schedule has been approved by the PO.

Examples of Deficiencies

The following are examples (but not limited to) of individual deficiencies per restroom. Each item counts as a deficiency and shall be used to calculate the number of deficiencies for deductions per restroom.

- Periodic Cleaning Schedule.
- Integrated Pest Management Plan.
- Daily Work Completion Reports.
- Plan of the Day.
- Work Request Tracking and Closeout Report.
- Failure to respond to CLEANIT's in the time frame shall be considered a major deficiency.

Performance Option 1**RECYCLING – Section C.2.3****A. Grade I and II Paper-Section C.2.3.A.**

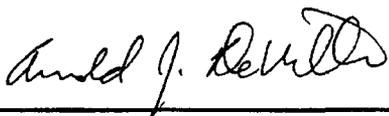
The Contractor shall collect grade I and II paper from each office and cubical once a week and monitor and empty Grade I and II paper from the White Flint North Complex general area collection boxes when the contents are ½ full or more and transport in separate carts to the OWFN loading dock within the same day. All requirements in Section C.2.3.A. shall be met.

Performance Standards

By the beginning (5:00 a.m.) of each workday, the Contractor shall ensure that the general area paper recycling boxes are not more than ½ full. The Contractor shall ensure Grade I and II paper is emptied into separate carts and transported to the OWFN loading dock within the same day. The Contractor will set such a schedule to ensure all offices and cubicles receive one collection of grade I and II paper weekly. The contractor shall monitor the condition of all collection boxes and replace any missing, defective, worn or marked boxes. The Contractor shall ensure the Grade I paper is placed in the carts separate from other paper goods.

<p>NRC FORM 187 (7-2008) NRCMD 12</p> <p style="text-align: center;">U.S. NUCLEAR REGULATORY COMMISSION</p> <p style="text-align: center;">CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS</p>		<p>AUTHORITY The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.</p> <p>COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE</p>							
<p>1. CONTRACTOR NAME AND ADDRESS</p> <p style="text-align: center;">To be determine.</p>		<p>A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">B. PROJECTED START DATE</td> <td style="width:50%; text-align: center;">C. PROJECTED COMPLETION DATE</td> </tr> <tr> <td style="text-align: center;">01/01/2010</td> <td style="text-align: center;">12/31/2014</td> </tr> </table>		B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE	01/01/2010	12/31/2014		
B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE								
01/01/2010	12/31/2014								
<p>2. TYPE OF SUBMISSION</p> <p><input checked="" type="checkbox"/> A. ORIGINAL</p> <p><input type="checkbox"/> B. REVISED (Supersedes all previous submissions)</p> <p><input type="checkbox"/> C. OTHER (Specify)</p>									
<p>3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">A. DOES NOT APPLY <input type="checkbox"/></td> <td style="width:40%;">B. CONTRACT NUMBER</td> <td style="width:30%;">DATE</td> </tr> <tr> <td></td> <td style="text-align: center;">ADM-05-425</td> <td style="text-align: center;">12/25/2009</td> </tr> </table>				A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER	DATE		ADM-05-425	12/25/2009
A. DOES NOT APPLY <input type="checkbox"/>	B. CONTRACT NUMBER	DATE							
	ADM-05-425	12/25/2009							
<p>4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION</p> <p style="text-align: center;">N/A</p>									
<p>5. PERFORMANCE WILL REQUIRE</p>									
<p>A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION</p> <p><input checked="" type="checkbox"/> YES (If "YES," answer 1-7 below)</p> <p><input type="checkbox"/> NO (If "NO," proceed to 5.C.)</p>		<p>NOT APPLICABLE</p>	<p>NATIONAL SECURITY</p>		<p>RESTRICTED DATA</p>				
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL			
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3. GENERATION OF CLASSIFIED MATTER.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
7. OTHER (Specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<p>B. IS FACILITY CLEARANCE REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>									
<p>C. <input type="checkbox"/> UNSCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.</p> <p>D. <input type="checkbox"/> ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.</p> <p>E. <input type="checkbox"/> ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.</p> <p>F. <input checked="" type="checkbox"/> UNSCORTED ACCESS TO NRC HEADQUARTERS BUILDING.</p>		<p>G. <input type="checkbox"/> REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.</p> <p>H. <input type="checkbox"/> WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.</p> <p>I. <input type="checkbox"/> REQUIRED TO CARRY FIREARMS.</p> <p>J. <input type="checkbox"/> FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.</p>							
<p>FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNSCORTED ACCESS, REFER TO NRCMD 12.</p> <p style="text-align: center;">NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.</p>									

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 Arnold DeVille, Project Officer	SIGNATURE 	DATE 02/26/2009
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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:

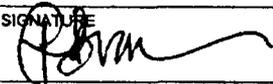
AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

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 Robert Webber, ADM/ DFS	SIGNATURE 	DATE 5/12/09
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Phyllis Bower	SIGNATURE	DATE

REMARKS

Custodial and Recycling Services Contract