

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

6

2. AMENDMENT/MODIFICATION NO.
M007

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
10-05-423M007

5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Contract Management Branch No. 1
Mail Stop: TWB-01-B10M
Washington, DC 20555

7. ADMINISTERED BY (if other than item 6) CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON GAS LIGHT COMPANY
WASHINGTON GAS

101 CONSTITUTION AVE NW
WASHINGTON DC 200800001

CODE Duns006920607

FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS00P96BSD0029 DR-10-05-423

10B. DATED (SEE ITEM 13)
11-24-2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) B&R: 94015-5AA303 JOB CODE: D2316 BOC: 2330 APN: X0200
Obligate: \$1,962,465.00 (FFS #ADM05423)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Mutual Agreement Between the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide additional Gas service to install a distributed energy system consisting of a natural gas generator and absorption chiller for TWFN head quarters building, which includes initial feasibility/ optimization study for a total amount of \$1,962,465.00 as described in the SOW and the Washington Gas revised proposal titled UESC Proposal To Provide Combined Heat and Power Plant (CHP) dated September 18, 2009 and the attached Exhibit C.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jeffrey L. McDermott
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY 
(Signature of Contracting Officer)

9/24/09

B-2

1. Funding is hereby obligated in the amount of \$1,962,465.00 and as a result the ceiling is increased by \$1,962,465.00 from \$70,000.00 to \$2,032,465.00.
2. The period of performance remains unchanged from 12/01/2004 - 11/30/2014
3. The project officer information for this particular requirement is as follows:
U.S. Nuclear Regulatory Commission
Attn: Richard Branch
Mail Stop: T7D24
Washington, DC 20555
(301) 415-8389
4. The following security clauses are added to this order:

**A.13 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 sub contractor 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)

A.14 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

A.15 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.

5. All other terms and conditions remains unchanged.

Statement of Work

Cogeneration Unit at TWFN, NRC Headquarters

This is a design build project with Washington Gas. Washington Gas is to provide a natural gas powered electrical generator capable of providing electrical power to the building during all hours and recovering the waste heat for use in an absorption chiller. The electrical portion of the system will meet all the power requirements for the TWFN 5th floor data center. Utilizing the waste heat from the engine, the absorption chiller will provide all necessary cooling for the data center. In addition to meeting the electrical needs of the data center, the generator is expected to produce over 50% of the power requirements for the building and 100% of the tenant cooling load (24/7 cooling loads in the building) The anticipated size of the generator is 1000 kw continuous rating and the absorption chiller rated is expected to be sized for 350 tons of cooling. This unit will be installed in the penthouse of the TWFN building located at 11545 Rockville MD.

The unit will provide power and cooling to the fifth floor data center during normal operation of the building with excess supply being used by other building loads. Any electrical power not needed by the building shall be sold back to the utility. During a power outage of normal PEPCO power, the unit shall provide dedicated power to the fifth floor data center.

The unit will be supplied with an interruptible gas supply to reduce operating costs, which requires the installation of a compressed natural gas tank to provide an adequate supply of fuel in the event of a loss of natural gas.

All work for this project shall be in accordance with all applicable codes and standards.

Washington Gas will perform a feasibility/optimization study to provide specific information on equipment sizing, locations, schedule and scope of work.

EXHIBIT "C"

Please return one original signature copy to Washington Gas

Contractor's ID NO. _____ (Optional)

Ordering Agency's ID NO. _____ (Optional)

WASHINGTON GAS LIGHT COMPANY
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE
CONTRACT NO. GS-OOP-96-BSD-0029

Ordering Agency: U.S. Nuclear Regulatory Commission

Address: 11545 Rockville Pike, Rockville, MD 20852

Pursuant to Contract No. GS-OOP-96-BSD-0029 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: Two White Flint North (Data Center)

SERVICE ADDRESS: 11545 Rockville Pike, Rockville, MD 20852

- NATURE OF SERVICE: Preliminary Energy Audit ECP Feasibility Study ECP Engineering & Design Study
- Energy Conservation Project (ECP) Installation Demand Side Management (DSM) Project
- Other (See Remarks Below) Special Facilities

SERVICE HEREUNDER shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission, and in the event that specific approval is required by the Commission, service hereunder shall be within the knowledge and/or supervision of the Commission. (See Article 5 of this contract.)

POINT OF DELIVERY: Two White Flint North, 11545 Rockville Pike, Rockville, MD 20852 (Data Center)

ESTIMATED PROJECT COST: \$1,962,465

ACCOUNTING AND APPROPRIATIONS DATA: _____

LIST OF ATTACHMENTS:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> General Conditions | <input type="checkbox"/> Payment Provisions | <input type="checkbox"/> Special Requirements | <input type="checkbox"/> Economic Analysis |
| <input type="checkbox"/> Facility/Site Plans | <input type="checkbox"/> Historical Data | <input type="checkbox"/> Utility Usage History | <input type="checkbox"/> ECP Feasibility Study |
| <input type="checkbox"/> Design Drawings | <input type="checkbox"/> Design Specifications | <input type="checkbox"/> Certifications | <input type="checkbox"/> Commission Schedules |

REMARKS: Washington Gas proposes to provide design build services of a small 1 MW on-site cogeneration plant to reliably power the mission-critical data center located in Two White Flint North Building according to Washington Gas revised proposal dated September 18, 2009 (please see attached) in support of the NRC's energy management program. Depending on final analysis during the design period, the 1 MW cogeneration plant shall consist of either gas driven piston or turbine generator with heat exchanger to recover waste heat and absorption chiller to utilize waste heat to cool the data center.

ACCEPTED:

U.S. NRC
(Ordering Agency)

By: [Signature]
Authorized Signature

Title: Branch Chief

Date: 9/24/09

Washington Gas Light Company, Inc.
(Contractor)

By: _____
Gautam Chandra

Title: Vice President

Date: _____