

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

1. REQUISITION NO. ADM-11-415
PAGE 1 OF 12

2. CONTRACT NO. NRC-HQ-11-C-10-0088
3. AWARD/EFFECTIVE DATE See Block 30c.
4. ORDER NO.
5. SOLICITATION NUMBER NRC-HQ-11-Q-10-0108
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME James Leedom
b. TELEPHONE NO. (No Collect Calls) 315-405-8102
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: James Leedom
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100
10. THIS ACQUISITION IS
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333415
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: 750 Employees
 B(A)

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

13b. RATING N/A
14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
Attn: James Leedom
Mail Stop: TWB-01-B10M
Washington DC 20555
CODE
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100

17a. CONTRACTOR/OFFEROR CODE 001317072 FACILITY CODE
CARRIER CORPORATION
UNITED TECHNOLOGIES CARRIER
1 CARRIER PL
FARMINGTON CT 060322562
TELEPHONE NO.
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18a. PAYMENT WILL BE MADE BY Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230
CODE 3100

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide all necessary labor, equipment, materials, parts and expertise needed to upgrade the NRC's chillers found in OWFN and TWFN. All work shall be conducted in accordance with the Statement of Work.</p> <p>The total firm fixed price of this procurement is \$328,376.00.</p> <p>Carrier Corporation's quotations dated September 22, 2011 apply.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
2011-40-51-F-127 D2316 252A 31X0200 Obligate \$328,376.00
DUNS# 001317072 FFS# 113971
NAICS: 333415 PSC: N045
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$328,376.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT REF. Carrier Corporation OFFER DATED 09/22/11 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR BY *Thomas W. Van Arnam*
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) *Stephen Pool*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Thomas W. Van Arnam, Manager of Contracts
30c. DATE SIGNED 09/23/11
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool
Contract Specialist
31c. DATE SIGNED 9/22/11

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE
STANDARD FORM 1449 (REV. 6/2011) Prescribed by GSA - FAR (48 CFR) 53.212

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001	Variable Frequency Drive Installation on 2 NRC Chillers - Firm Fixed Price - Carrier quotation dated 9/21/11 applies.	1.00 lot	\$256,000.00	\$256,000.00
	FUNDING/REQ NO: 1:		\$256,000.00	ADM-11-415
0002	Chiller Control Panel Upgrade on 2 NRC Chillers - Firm Fixed Price - Carrier quotation dated 9/21/11 applies. applies	1.00 lot	\$72,376.00	\$72,376.00
	FUNDING/REQ NO: 1:		\$72,376.00	ADM-11-415
GRAND TOTAL ---				\$328,376.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2011-40-51-F-127-JCN-D2316-BOC-252A-APPNUMBER-31X0200	ADM-11-415 P	\$328,376.00

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$328,376.00.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on the date of bilateral signature and will expire three (3) months after the date of signature.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2011)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(10) [Reserved]

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

- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (37) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (38)(i) 52.225-3, Buy American Act—Free Trade Agreements— Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

C.2 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 15 days of contract expiration.

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	JUN 2010
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—CERTIFICATION	SEP 2010

C.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

C.5 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: Rick Branch

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop: T-6-E-24
Rockville, MD 20852

Telephone Number: 301-415-8389

(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.

*To be incorporated into any resultant contract

C.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

C.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.

C.8 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>

C.9 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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STATEMENT OF WORK CHILLER UPGRADES

BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) White Flint Headquarters Complex (WFC) is located at 11545 and 11555 Rockville Pike, Rockville, Maryland, 20852-2738. The NRC wishes to upgrade our existing Carrier chillers located in both buildings.

OBJECTIVES

The objective of this requirement is to have a qualified Contractor (Carrier) perform the installation of upgraded Starters and Control systems on the Carrier Chillers in the Two White Flint North building and install new Carrier variable frequency drive (VFD) units on the One White Flint North building Carrier Chillers.

SCOPE OF WORK

The Contractor shall furnish all the necessary labor, equipment, materials, permits and supervision to accomplish the following:

Task #1: Install an upgraded controls system (Software # CESR131350-04) and interface to existing motor starter for both Two White Flint North (TWFN) Tenant chillers. The system shall be integrated into the existing Building Automation System (BAS) and have the capability to provide 60 inputs to the existing BAS (see Attachment #1 to SOW). The system shall be Bacnet compatible and Carrier shall provide a locally mounted touch screen monitor that is integrated into both chiller control systems. The government will provide, at time of installation, the points to be monitored by the BAS. In addition, the upgraded chiller controls shall be programmed into the BAS to provide the status of each chiller. Finally, in the event of a chiller failure or shutdown, programming shall start the backup chiller. Work shall be performed during normal working hours.

Task #2: Install Carrier Variable Frequency Drives (VFD) on each of the One White Flint North (OWFN) Carrier base building chillers. The NRC currently has 2 of these chillers. The VFDs shall be controlled via the existing chiller control system on each chiller which is currently integrated into the existing BAS for start/stop control. Work shall be performed during normal working hours.

All systems will be commissioned and fully operational to the satisfaction of the NRC Project Officer.

The contractor will be responsible for the daily cleanup of the worksite and the removal from the NRC, of all new and old equipment found not to be needed for the final commissioning and operation of the chillers and BAS. All items to be removed from the site must be approved by the NRC PO and meet EO13423 for recycling and disposal of hazardous materials. The NRC is not responsible for tools or equipment, etc., left on the job site.

Upon the completion of the work, the contractor shall provide the NRC with 3 hours of on-site training for up to 12 persons and three sets of complete installation and operation manuals for all

installed equipment and software.

GENERAL CONDITIONS

General Work Schedules: The scheduled of installation shall be coordinated with the NRC Project Officer and shall be conducted during normal work hours.

Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract.

Accessibility and Recording Presence: The Contractor shall submit in writing, all names and dates of birth of personnel scheduled to work on the site prior to gaining access to the WFC. The Contractors Visitor badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. Badges cannot be taken from the building when leaving for any reason. The Government reserves the right to deny access to the building and terminate access to Contractor employees, as it deems appropriate, which would be in the best interest of the Government.

Site Investigation and Conditions at the Work Site: It shall be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, and compare the specifications with the work to be done. The Contractor shall verify all information shown on the drawings (if applicable) at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from furnishing any materials or performing any work that may be required to carry out the work in accordance with the Statement of Work.

Liability: The Contractor shall, without additional cost to the Government, be responsible for obtaining insurance that is currently in force throughout the duration of this contract. The insurer and Contractor shall save, keep harmless and indemnify the Government against any and all liability claims and/or loss of any kind and nature for injury or death to a person or persons, loss or damage to property, Government or otherwise, occurring in connection with or incidental to, or arising out of the occupancy, use, service, operation of equipment, etc., or performance of work in connection with this contract from the omissions or from negligent acts of the Contractor.

Contractor Inspection: The Contractor shall inspect the quality of work being performed to assure that the scope of services requested in the contract is being accomplished in the manner as described in the Statement of Work of the contract/individual work order.

Government Inspection and Acceptance of Services: The Government will inspect all services requested in the contract at various times. These inspections will be performed in such a manner that will not unduly interfere or delay the work that is being performed by the Contractor. If any of the requirements of the contract do not conform to the terms and conditions, the Government may require the Contractor to correct such deficiencies at no additional cost to the Government. If such deficiencies cannot be corrected by the Contractor, the Government may correct the deficiencies and deduct the costs from the amount of the contract and/or terminate the contract for default.

Contractor Supervision: The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or supervisor shall be available at all times when the contract work is in progress, to receive notices, reports, or requests from the Contracting Officer or

his or her representatives. It is the policy of the NRC not to directly or indirectly provide direction or supervision to the Contractor's employees and/or subcontractors.

Workmanship: The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in the Statement of Work unless otherwise specified. Materials and supplies to be used shall be commercially available products from reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name, and the intended use of each of the materials that is being proposed to be used in the performance of the work. The Contractor shall not use any material which the Contracting Officer determines would be unsuitable for this purpose, or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

All work under this contract shall be performed in a skillful and professional manner and shall be in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

Except as otherwise provided in the Statement of Work, no charge for extra work or materials will be allowed unless ordered, in writing by the Contracting Officer, and the price stated in such modification.

Unless otherwise specified in the Statement of Work, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The Contracting Officer may require, in writing, that the Contractor remove from the project any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair all damages caused to adjacent areas which resulted from negligence on the part of the Contractor.

Safety and Hazardous Material Handling:

Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum interference to Government operations and personnel.

The contractor shall take every precaution to prevent fires during the performance of this work. Smoking in the buildings and/or the loading dock is prohibited. The contractor shall furnish a covered metal receptacle to be kept outside the exterior of the building. All combustible materials, such as oily rags, waste, etc. used in the performance of the work shall be placed in the receptacle.

The contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The contractor shall also comply with all OSHA and EPA regulations as they may apply to this requirement.

Parking: The contractor may use the loading docks located at the rear of One White Flint North & Two White Flint North, which are accessible by a service drive, when unloading materials or equipment. No vehicles will be left parked at the loading dock after loading or unloading. Limited parking on-site may be available for contractors between the hours of 6:00 p.m. and 1:00 a.m., Monday through Friday, and 7:00 a.m. through 7:00 p.m. on weekends.

DELIVERABLES:

TWFN

- New control system for each of the TWFN tenant chillers with a single locally mounted touch screen monitor for use by both chillers.
- All necessary upgrades needed to interface the existing motor starters with the new control system.
- Integration of the new control system into the existing Bacnet BAS and provide logic to monitor status of each chiller and provide the ability for automatic starting of standby chiller in the event of a loss of the operating chiller.
- Start up testing and verification of proper operation of chillers and control systems.
- 3 copies of installation and maintenance manuals along with documentation of all control system changes.

OWFN

- New variable frequency drives and starters for the OWFN building chillers.
- Integration into the existing building management system.
- Start up testing and verification of proper operation of chillers and control systems.
- 3 copies of installation and maintenance manuals along with documentation of all control system changes.

Common

- 3 hours of on site training for up to 12 people.

Proposed Work Schedule: All work shall occur during normal business hours, Monday through Friday 6:00 a.m. to 6:00 p.m. If the contractor chooses to work during non-normal working hours 6:00 p.m. to 6:00 a.m. they may do so with PO approval, at no additional cost to the NRC.

Sustainable Products: The contractor will use, where possible, products that conform to the Government required EO 13423 (<http://edocket.access.gpo.gov/2007/pdf/07-374.pdf>), where possible.

Period of Performance

All work shall be completed no later than three (3) months from the date of contract award.

Attachment 1

Bacnet/Modbus Translator default points list from 19XRV chiller
(Software V CESRI 1150-04)

Item Number	CCN Point Name	CCN Point Description	Read/Write Access	BACnet Object & Instance
POINT01	MODE	Control Mode	RO	AV_000
POINT02	STATUS	Run Status	RO	AV_001
POINT03	T_START	Start Inhibit Timer	RO	AV_002
POINT04	OCC	Occupied?	RO	BV_000
POINT05	SYS_ALM	System Alert/Alarm	RO	AV_003
POINT06	CHIL_S S	Chiller Start/Stop	RW	BV_001
POINT07	REM_CON	Remote Start Contact	RW	BV_002
POINT08	T_RESET	Temperature Reset	RO	AV_004
POINT09	LCW_STPT	Control Point	RW	AV_005
POINT10	CHW_TMP	Chilled Water Temp	RO	AV_006
POINT11	DEM_LIM	Active Demand Limit	RW	AV_007
POINT12	LNAMPS_P	Percent Line Current	RO	AV_008
POINT13	LINEKW_P	Percent Line Kilowatts	RO	AV_009
POINT14	AUTO_DEM	Auto Demand Limit Input	RO	AV_010
POINT15	AUTO_RES	Auto Chilled Water Reset	RO	AV_011
POINT16	R_RESET	Remote Reset Sensor	RO	AV_012
POINT17	C_STARTS	Total Compressor Starts	RW	AV_013
POINT18	STARTS	Starts in 12 Hours	RO	AV_014
POINT19	C_HRS	Compressor On-time	RW	AV_015
POINT20	S_HRS	Service On-time	RW	AV_016
POINT21	ICE_CON	Ice Build Contact	RO	BV_003
POINT22	EMSTOP	Emergency Stop	RW	BV_004
POINT23	ALM	Alarm Relay	RO	BV_005
POINT24	VFD_OUT	Target VFD Speed	RW	AV_017
POINT25	GV_POS	Actual Guide Vane Pos	RO	AV_018

POINT26	DIFF_ACT	Diffuser Actuator	RO	AV_019
POINT27	CRT	Condenser Refrig Temp	RO	AV_020
POINT28	ERT	Calc Evap Sat Temp	RO	AV_021
POINT29	CDW_DT	Active Delta T _{sat}	RW	AV_022
POINT30	DELTA_TX	Surge Line Delta T _{sat}	RW	AV_023
POINT31	DELTATXF	Calculated Delta T _{sat}	RW	AV_024
POINT32	CHW_DT	Chilled Water Delta T	RO	AV_025
POINT33	HGBYPASS	Hot Gas Bypass Relay	RW	BV_006
POINT34	SHG_ACT	Surge Prevention Active?	RO	BV_007
POINT35	SP_HIGH	Surge Line High Offset	RO	AV_026
POINT36	DTsatmin	Surge/HGBP Delta T _{sat} min	RO	AV_027
POINT37	GV_MIN	Surge/HGBP IGVmin	RO	AV_028
POINT38	DTsatmax	Surge/HGBP Delta T _{sat} max	RO	AV_029
POINT39	GV_MAX	Surge/HGBP IGVmax	RO	AV_030
POINT40	shapefac	Surge Line Shape Factor	RO	AV_031
POINT41	VFD_POW	Surge Line Speed Factor	RO	AV_032
POINT42	surge_a	Surge Delta S Amps	RO	AV_033
POINT43	surge_t	Surge Time Period	RO	AV_034
POINT44	GV_POS	Actual Guide Vane Pos	RO	AV_018
POINT45	CHLP	Chilled Water Pump	RW	BV_008
POINT46	CHW_FLOW	Chilled Water Flow	RO	BV_009
POINT47	CDP	Condenser Water Pump	RW	BV_010
POINT48	CDW_FLOW	Condenser Water Flow	RO	BV_011
POINT49	OILPUMP	Oil Pump Relay	RO	BV_012
POINT50	OILPD	Oil Pump Delta P	RW	AV_036
POINT51	OILT	Oil Sump Temp	RO	AV_037
POINT52	VFDSTART	VFD Start	RO	BV_013
POINT53	START_OK	Start Complete	RO	BV_014
POINT54	STOP_OK	Stop Complete	RO	BV_015
POINT55	VFD_OUT	Target VFD Speed	RW	AV_017
POINT56	CPR RPM	Comp Motor RPM	RO	AV_039
POINT57	VFD_FREQ	Comp Motor Frequency	RO	AV_040

POINT58	TFR_LOW	Tower Fan Relay Low	RW	BV_016
POINT59	TFR_HIGH	Tower Fan Relay High	RW	BV_017
POINT60	SAFETY	Spare Safety Input	RO	BV_018

Default Setpoint Table

Setpoint 1	DLM	Base Demand Limit	RW	AV_041
Setpoint 2	lcw_sp	LCW Setpoint	RW	AV_042
Setpoint 3	ccw_sp	CCW Setpoint	RW	AV_043
Setpoint 4	ice_sp	Ice Build Setpoint	RW	AV_044
Setpoint 5	TFH SP	Tower Fan High Setpoint	RW	AV_045
Setpoint 6				
Setpoint 7				
Setpoint 8				
Setpoint 9				
Setpoint 10				

Default Time Schedule Table

Time Schedule 1	OCCPC01S	Local Mode Occupancy Sch	RW	TS_000
Time Schedule 2	OCCPC02S	Ice Build Occupancy Sch	RW	TS_001
Time Schedule 3	OCCPC03S	CCM Mode Occupancy Sch	RW	TS_002

**BILLING INSTRUCTIONS FOR
FIXED PRICE PORTION**

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

BILLING INSTRUCTIONS FOR FIXED PRICE PORTION

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

**BILLING INSTRUCTIONS FOR
FIXED PRICE PORTION**

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.